On August 18, 2017, this Court granted Defendant Phoenix Fibers, Inc.'s ("Phoenix Fibers") Motion for Summary Judgment. (*See* Dkt. No. 138, referenced herein as the "Order"). As is evident by the Order, this Court sustained various evidentiary objections of Phoenix Fibers to the evidence submitted by Plaintiffs in their opposition to Phoenix Fibers' Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment. The evidentiary rulings of this Court, found in the Order, are memorialized below:

Ruling on Objections to the Declaration of Eric Choi (Dkt. No. 95)

Testimony:	Objections:	Ruling:
¶ 2: "In particular, I wish to explain	Fed. R. Evid. 602. There	
why, under my direction, Sweet	is no evidence Mr. Choi	
People and RCRV entered into an	has personal knowledge	Overruled
agreement with Phoenix Fibers in	of the existence of any	
November 2011 for the recycling of	agreement.	
damaged, unfinished, obsolete,		
returned or otherwise second-quality	Fed. R. Evid. 402. Mr.	
MISS ME and ROCK REVIVAL	Choi's subjective	
denim products into shoddy fiber."	understanding is	
	irrelevant in the absence	
	Mr. Choi communicated	
	that understanding to	
	Phoenix Fibers. Shaw v.	
	Regents of Univ. of Cal.,	
	58 Cal. App. 4th 44, 55	
	(1997) ("The true intent	
	of a contracting party is	
	irrelevant if it remains	
	unexpressed"); Winet v.	
	Price, 4 Cal. App. 4th	
	1159, 1166 n.3 (1992)	
	("evidence of the	
	undisclosed subjective	
	intent of the parties is	
	irrelevant to determining	
	the meaning of	
	contractual language.")	
¶ 4: "MISS ME and ROCK	Fed. R. Evid. 602. Mr.	

1	Testimony:	Objections:	Ruling:
2	REVIVAL brand jeans are both	Choi provides no	
	known to consumers as high fashion	foundation for this	Overruled
3	apparel products. Over the past	testimony. There is no	
4	several years, MISS ME and ROCK	evidence Mr. Choi has	
5	REVIVAL denim products have	personal knowledge of	
	achieved substantial sales success, and have received extensive media	how MISS ME and/or	
6	coverage in widely circulated fashion	Rock Revival brand jeans are "known to	
7	magazines. In addition to the unique	consumers," have	
8	and distinctive designs created by	"received extensive	
	Sweet People and RCRV designers,	media coverage in widely	
9	which are embroidered or stitched	circulated fashion	
10	onto the pockets and waistband areas	magazines," that these	
11	of MISS ME and ROCK REVIVAL	"designs" are "unique	
	denim products, such products are	and distinctive," or that	
12	widely recognized for their superior quality, including both the fit and	the "quality control policies and procedures"	
13	wash. Sweet People and RCRV have	have "ensure[d] that only	
14	worked extremely hard to earn this	products" approved by	
	reputation by maintaining strict	MISS ME and Rock	
15	quality control policies and	Revival "ever enter the	
16	procedures that ensure that only	stream of commerce."	
17	products commensurate with the high		
	quality reputation of MISS ME and	Fed. R. Evid. 701. Mr.	
18	ROCK REVIVAL denim and apparel	Choi offers improper lay	
19	products ever enter the stream of commerce."	opinion.	
20	¶ 5: "Prior to entering into an	Fed. R. Evid. 602. There	Sustained
21	agreement with Phoenix Fibers in	is no evidence Mr. Choi	
	November 2011"	has personal knowledge	Overruled
22		of the existence of any	
23	¶ 6: "These forms of disposal,	agreement.	Sustained
24	however, were always of particular	Fed. R. Evid. 602 (as to "others"). No foundation	Sustained
	concern to me and others within the	for what "others" were	Overruled
25	Plaintiff companies, as we recognized	concerned about.	
26	the negative impact they might have		
27	on the environment."	Fed. R. Evid. 402. Mr.	
		Choi's subjective	
28		understanding is	

1	Testimony:	Objections:	Ruling:
2		irrelevant in the absence	
		Mr. Choi communicated	
3		that understanding to	
4		Phoenix Fibers. Shaw v.	
5		Regents of Univ. of Cal.,	
		58 Cal. App. 4th 44, 55	
6		(1997) ("The true intent of a contracting party is	
7		irrelevant if it remains	
8		unexpressed"); Winet v.	
0		Price, 4 Cal. App. 4th	
9		1159, 1166 n.3 (1992)	
10		("evidence of the	
		undisclosed subjective	
11		intent of the parties is	
12		irrelevant to determining	
13		the meaning of	
		contractual language.")	
14	¶ 6: "Therefore, finding an	Fed. R. Evid. 602 (as to	
15	environmentally friendly way to dispose of Sweet People's and	others in the company).	Overruled
16	RCRV's unfinished, damaged or	Fed. R. Evid. 402. Mr.	Overraica
	otherwise second-quality denim	Choi's and others'	
17	products had for many years been a	subjective understanding	
18	particularly high priority of mine and	is irrelevant in the	
19	the companies."	absence Mr. Choi	
19		communicated that	
20		understanding to Phoenix	
21		Fibers. Shaw v. Regents	
		of Univ. of Cal., 58 Cal.	
22		App. 4th 44, 55 (1997) ("The true intent of a	
23		contracting party is	
24		irrelevant if it remains	
		unexpressed"); Winet v.	
25		Price, 4 Cal. App. 4th	
26		1159, 1166 n.3 (1992)	
27		("evidence of the	
		undisclosed subjective	
28		intent of the parties is	

1	Testimony:	Objections:	Ruling:
2		irrelevant to determining	
3		the meaning of	
3	67 (O 1 1) 1 1 2011 I	contractual language.")	
4	¶ 7: "On or about November 1, 2011, I	Fed. R. Evid. 802.	
5	came across the website of a company called Bonded Logic, Inc., which was	Hearsay.	Overruled
6	promoting itself as an Arizona-based	Fed. R. Evid. 402.	
7	manufacturer of insulation products	Subjective understanding,	
	made from recycled denim."	uncommunicated, is not	
8		relevant. Shaw v.	
9		Regents of Univ. of Cal., 58 Cal. App. 4th 44, 55	
10		(1997) ("The true intent	
11		of a contracting party is irrelevant if it remains	
12		unexpressed"); Winet v.	
		Price, 4 Cal. App. 4th	
13		1159, 1166 n.3 (1992)	
14		("evidence of the	
15		undisclosed subjective	
		intent of the parties is	
16		irrelevant to determining the meaning of	
17		contractual language.")	
18		E-1 D E-31 1001, 1002	
19		Fed. R. Evid. 1001; 1002. The contents of the	
20		website should be	
21		evidenced by the website	
		itself.	
22	¶7: "As this presented a denim	Fed. R. Evid. 602. The	
23	recycling opportunity that was exactly in line with what I had been looking	message "Let's discuss" is hearsay.	Overruled
24	for, I immediately forwarded a link to	is ilearsay.	Overraica
	Bonded Logic's website to our	Fed. R. Evid. 402. Mr.	
25	General Counsel, Lilly Kim, Esq.,	Choi's and others'	
26	with the message 'Let's discuss!'"	subjective understanding	
27		is irrelevant in the absence Mr. Choi	
28		communicated that	
- 1		1	

1	Testimony:	Objections:	Ruling:
$_{2}$	·	understanding to Phoenix	
3		Fibers. Shaw v. Regents	
3		of Univ. of Cal., 58 Cal.	
4		App. 4th 44, 55 (1997)	
5		("The true intent of a contracting party is	
		irrelevant if it remains	
6		unexpressed"); Winet v.	
7		Price, 4 Cal. App. 4th	
8		1159, 1166 n.3 (1992)	
		("evidence of the	
9		undisclosed subjective	
10		intent of the parties is	
11		irrelevant to determining	
		the meaning of contractual language.")	
12	¶ 8: "Thereafter, acting under the	Fed. R. Evid. 602. No	Sustained
13	direction of Ms. Kim"	foundation is provided	Z 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
14		for this statement.	Overruled
15	¶ 8: "contacted Bonded Logic to	Fed. R. Evid. 602. No	Sustained Sustain
13	inquire about its recycling of denim	foundation is provided	
16	into insulation products, and was	for this statement.	Overruled
17	referred to its affiliate, Phoenix		
18	Fibers." ¶ 8: "Ms. Song had a series of	Fed. R. Evid. 602. Mr.	Sustained
	telephone calls and email	Choi provides no	Sustained
19	communications with a representative	foundation for this	Overruled
20	of Phoenix Fibers, and ultimately	testimony.	
21	arrived at an agreement with Phoenix	-	
	Fibers for the donation of Plaintiff's	Fed. R. Evid. 802. Mr.	
22	second quality products under the	Choi cannot base his	
23	following terms: (a) Sweet People and	"personal knowledge" of	
24	RCRV would deliver unfinished, damaged and otherwise second quality	the subject matter on inadmissible statements	
	MISS ME and ROCK REVIVAL	of others.	
25	denim products that they deemed unfit	or oniors.	
26	for circulation to consumers to	Fed. R. Evid. 1001, 1002;	
27	Phoenix Fibers' Chandler, Arizona	Fed. R. Evid. 901	
	facility, at no cost to Phoenix Fibers,	(documents allegedly	
28	and (b) as it claimed it did for other	providing foundation are	

1	Testimony:	Objections:	Ruling:
2	denim manufacturers, Phoenix Fibers	both hearsay and not	
	would shred such products into	authenticated).	
3	shoddy fiber, which would then be		
4	used by Phoenix Fibers' affiliate,		
5	Bonded Logic, to manufacture		
	environmentally friendly products,		
6	such as insulation."	Fed. R. Evid. 802. Ms.	M Cystoined
7	¶ 8: "All of these terms of agreement were contemporaneously reported to	Song's and Ms. Kim's	
0	me at the time by Ms. Song and Ms.	statements to Mr. Choi	Overruled
8	Kim, and I approved the parties'	are hearsay statements.	Overrated
9	agreement."	are meaning searchiness.	
10	9: "after Ms. Song received a sample	Fed. R. Evid. 602. No	Sustained
	of Bonded Logic's UltraTouch Denim	foundation is provided	
11	insulation from Phoenix Fibers in	for Mr. Choi's	Overruled
12	March 2012, which, I understood, was	knowledge.	
13	similar to the products that would be	Fed. R. Evid. 802. It is	
	made from the second-quality denim	clear Mr. Choi is basing	
14	products donated by my companies,	his testimony on what	
15	we prominently displayed the samples in Sweet People's and RCRV's	Ms. Song told him.	
16	conference rooms, as an example of		
	the companies' commitment to the		
17	environment. A photo of one such		
18	display case appears below:		
10			
19	A lateral transfer and the		
20			
21			
22			
23			
24			
	¶ 10: "The entire purpose of Sweet	Fed. R. Evid. 402. Mr.	Sustained
25	People's and RCRV's agreement with	Choi's and others'	Sustained
26	Phoenix Fibers was premised on two	subjective understanding	Overruled
27	goals which were of critical	is irrelevant in the	
	importance to these companies: (a) to	absence Mr. Choi	
28	preserve the reputation and integrity	communicated that	
		6	

1	Testimony:	Objections:	Ruling:
2	of our brands by keeping unfinished,	understanding to Phoenix	
	damaged or otherwise second-quality	Fibers. Shaw v. Regents	
3	MISS ME and ROCK REVIVAL	of Univ. of Cal., 58 Cal.	
4	products out of the stream of	App. 4th 44, 55 (1997)	
5	commerce, and (b) to dispose of	("The true intent of a	
	unfinished, damaged or otherwise	contracting party is irrelevant if it remains	
6	second-quality MISS ME and ROCK REVIVAL products in an	unexpressed"); Winet v.	
7	environmentally sound manner. "	Price, 4 Cal. App. 4th	
8	,	1159, 1166 n.3 (1992)	
		("evidence of the	
9		undisclosed subjective	
10		intent of the parties is	
11		irrelevant to determining	
		the meaning of	
12	¶ 11: "Had I believed for a second that	contractual language.") Fed. R. Evid. 402. Mr.	Sustained
13	Phoenix Fibers would violate our	Choi's and others'	Sustained
14	agreement and sell into consumer	subjective understanding	Overruled
	retail channels the MISS ME and	is irrelevant in the	
15	ROCK REVIVAL products that	absence Mr. Choi	
16	Sweet People and RCRV delivered to	communicated that	
17	it-at significant cost-for recycling into	understanding to Phoenix	
	shoddy fiber, I would have never	Fibers. Shaw v. Regents	
18	authorized Sweet People or RCRV to enter into an agreement with Phoenix	of Univ. of Cal., 58 Cal. App. 4th 44, 55 (1997)	
19	Fibers, or donate a single product to	("The true intent of a	
20	it."	contracting party is	
21		irrelevant if it remains	
21		unexpressed"); Winet v.	
22		<i>Price</i> , 4 Cal. App. 4th	
23		1159, 1166 n.3 (1992)	
24		("evidence of the undisclosed subjective	
		intent of the parties is	
25		irrelevant to determining	
26		the meaning of	
27		contractual language.")	
28		Fed. R. Evid. 602. No	
20		1 Cd. IX. L vid. 002. 110	

1	Testimony:	Objections:	Ruling:
2		foundation provided for	
2		the statements that	
3		Phoenix Fibers violated	
4		the agreement or sold	
5		"into consumer retail channels."	
6	¶ 12: "Phoenix Fibers' inexplicable	Fed. R. Evid. 602. No	Sustained
7	sale of large quantities of MISS ME	foundation provided for	
	and ROCK REVIVAL products that	any of Mr. Choi's	Overruled
8	were supposed to be shredded into	statements, including but	
9	shoddy fiber, in direct violation of the parties' agreement and Sweet People's	not limited to alleged "inexplicable sale of	
10	and RCRV's respective trademark	large quantities" or	
10	rights-after nearly four years of	"direct violation of the	
11	complying with the parties' agreement	parties' agreement" or	
12	and shredding all such products- has	trademark rights; four	
13	allowed such second-quality products	years of compliance with	
13	to find their way into consumer	the alleged agreement;	
14	channels, and to disappoint not only	shredding of "all"	
15	their purchasers, but also the	products; "allow[ance]"	
	observers of these products in the post-sale market."	of second-quality products into consumer	
16	post-sale market.	channels, any	
17		disappointed purchasers	
18		or disappointed	
		"observers of these	
19		products in the post-sale	
20		market."	
21	¶ 13: "To this day, as a direct result of	Fed. R. Evid. 602. No	Sustained
22	Phoenix Fibers' conduct, MISS ME	foundation provided for	Dastamed
	and ROCK REVIVAL denim	Mr. Choi's testimony.	Overruled
23	products improperly sold by Phoenix		
24	Fibers are being offered for sale and		
25	sold by downstream customers of such products through eBay and social		
26	media platforms such as Facebook."		
	¶ 13: "The purchasers of these	Fed. R. Evid. 602. No	
27	products are then wearing them in	foundation of any kind	
28	public, and observers familiar with the	provided for the	Overruled
		8	

1	Testimony:	Objections:	Ruling:
2	high quality standards of these well-	statement "observers	
3	known brands are surely wondering how and why these companies are	familiar with these well-known brands are	
4	allowing these goods to be sold."	surely wondering how	
	and wing these goods to be settle	and why these companies	
5		are allowing these goods	
6	E 12 (FF)	to be sold."	
7	¶ 13: "This inexplicable conduct on Phoenix Fibers' part has caused	Fed. R. Evid. 602. No foundation is provided	Sustained
8	irreparable harm to Sweet People and	for this statement, either	Overruled
	RCRV, and to their incalculably	the allegation of	
9	valuable MISSME and ROCK	"inexplicable conduct" or	
10	REVIVAL brands."	the harm alleged.	
11			
12			
	Ruling on Objections to the De	claration of Lilly Kim (Dkt	t. No. 94)
13	TD 43		D 11
14	Testimony: ¶ 3: "On November I, 2011, Eric	Objections: Fed. R. Evid. 1001; 1002.	Ruling: Sustained
15	Choi, an owner and the then-CEO of	The contents of the	Sustained
16	both Sweet People and RCRV, sent	website should be	Overruled
	me an email containing a link the	evidenced by the website	
17	website of Phoenix Fibers' affiliate,	itself.	
18	Bonded Logic, Inc., with the message 'let's discuss!'"	Fed. R. Evid. 802.	
19	let's discuss:	Hearsay.	
20		<u>,</u>	
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27			
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	IDDODOSEDI MEMODIALIZATION OF DILLIN	OS ON DHOENIX EIDEDS, INC. S.	OD IECTIONS TO

1	Testimony:	Objections:	Ruling:
2	¶ 4: "The impetus for Mr. Choi's	Fed. R. Evid. 602. No	Sustained
	email, and for his excitement, was his	foundation for the alleged	
3	desire to find an environmentally	"impetus" of Mr. Choi's	U Overruled
4	responsible way to dispose of	e-mail.	
5	damaged, unfinished, obsolete, returned or otherwise second-quality	Fed. R. Evid. 402. Mr.	
6	MISS ME and ROCK REVIVAL	Choi's and others'	
	brand products that the companies	subjective understanding	
7	deemed unfit for sale to consumers."	is irrelevant in the	
8		absence of evidence Mr.	
9		Choi communicated that	
		understanding to Phoenix Fibers. <i>Shaw v. Regents</i>	
10		of Univ. of Cal., 58 Cal.	
11		App. 4th 44, 55 (1997)	
12		("The true intent of a	
13		contracting party is	
		irrelevant if it remains	
14		unexpressed"); Winet v.	
15		<i>Price</i> , 4 Cal. App. 4th 1159, 1166 n.3 (1992)	
16		("evidence of the	
		undisclosed subjective	
17		intent of the parties is	
18		irrelevant to determining	
19		the meaning of	
	T. 6. "While Disintiffs wanted to	contractual language.")	V Custoined
20	¶ 6: "While Plaintiffs wanted to dispose of their second-quality denim	Fed. R. Evid. 402. Plaintiffs' desires are	
21	products in an environmentally	irrelevant in the absence	Overruled
22	friendly manner, we were equally, if	of evidence of their	
23	not more concerned with permanently	communication to	
	removing such low quality MISS ME	Phoenix Fibers. Shaw v.	
24	and ROCK REVIVAL denim products from the stream of	Regents of Univ. of Cal., 58 Cal. App. 4th 44, 55	
25	commerce."	(1997) ("The true intent	
26		of a contracting party is	
27		irrelevant if it remains	
		unexpressed"); Winet v.	
28		Price, 4 Cal. App. 4th	

1	Testimony:	Objections:	Ruling:
2	•	1159, 1166 n.3 (1992)	
		("evidence of the	
3		undisclosed subjective	
4		intent of the parties is	
5		irrelevant to determining	
		the meaning of	
6	II.7. "Chartla than Stan Ma Chairmi	contractual language.")	C4-:1
7	¶ 7: "Shortly thereafter, Mr. Choi and I discussed the possibility of	Fed. R. Evid. 802. The contents of the Bonded	Sustained
8	developing a relationship with	Logic website are	Overruled
	Bonded Logic for the disposal of	hearsay.	
9	Plaintiffs' second-quality MISS ME	-	
10	and ROCK REVIVAL denim	Fed. R. Evid. 602. No	
11	products in an environmentally sound	foundation is provided for	
	manner-i.e., by shredding the	the statement Mr. Choi	
12	products into shoddy fiber. Our	reviewed the Bonded	
13	discussion was precipitated by Mr. Choi's review of Bonded Logic's	Logic website.	
14	promotion of this method of disposal	Fed. R. Evid. 402.	
15	of unwanted denim products on its	Plaintiffs' subjective	
	website."	motivations are irrelevant	
16		in the absence of	
17		evidence of their communication to	
18		Phoenix Fibers. <i>Shaw v</i> .	
		Regents of Univ. of Cal.,	
19		58 Cal. App. 4th 44, 55	
20		(1997) ("The true intent	
21		of a contracting party is	
22		irrelevant if it remains unexpressed"); Winet v.	
		Price, 4 Cal. App. 4th	
23		1159, 1166 n.3 (1992)	
24		("evidence of the	
25		undisclosed subjective	
		intent of the parties is	
26		irrelevant to determining	
27		the meaning of contractual language.")	
28			

1	Testimony:	Objections:	Ruling:
2	¶ 9: "Within a day or two, Ms. Song,	Fed. R. Evid. 602. No	Sustained Sustain
	acting under my direction, contacted	foundation is provided for	
3	Bonded Logic regarding its	this testimony.	☐ Overruled
4	conversion of denim products into shoddy fiber, and was referred to Matt	Fed. R. Evid. 802 (to the	
5	Graham, the General Manager of	extent any of this	
6	Phoenix Fibers, which is Bonded	testimony is based on	
	Logic's affiliate."	what Ms. Song allegedly	
7		told Ms. Kim).	<u> </u>
8	¶ 9: "Thereafter, a series of oral and	Fed. R. Evid. 1001; 1002.	
9	written communications ensued between Ms. Song and Mr. Graham	The contents of the "written	Overruled
10	regarding the possible donation of	communications" should	
11	Plaintiffs' low quality denim products	be evidenced by the "written	
	to Phoenix Fibers for recycling into shoddy fiber."	communications"	
12	shouldy froet.	themselves.	
13			
14		Fed. R. Evid. 901. The	
15		alleged written	
		communications are not authenticated.	
16		authenticated.	
17		Fed. R. Evid. 602. No	
18		foundation is provided for	
19	¶ 9: "Throughout her discussions with	this testimony. Fed. R. Evid. 802. Ms.	Sustained
20	Mr. Graham, Ms. Song reported to	Song's statements are	<u>Jastaniea</u>
21	me, and others, including Mr. Choi,	hearsay.	Overruled
22	as to their status."		
23			
24			
25			
26			
27			
28			
		12	

1	Testimony:	Objections:	Ruling:
2	¶ 10: "Based on my contemporaneous	Fed. R. Evid. 602. Ms.	Sustained
3	conversations with Ms. Song regarding her oral and written	Kim's testimony is entirely based on hearsay.	Overruled
4	communications with Phoenix Fibers,	entificity based off flearsay.	Overfuled
	I understood that Sweet People and	Fed. R. Evid. 802. Ms.	
5	RCRV had expressly conditioned	Song's alleged statements	
6	their agreement to provide Phoenix Fibers with their second-quality MISS	to Ms. Kim are inadmissible hearsay.	
7	ME and RCRV denim products on	madinission nearsay.	
8	Phoenix Fibers' agreement to shred		
9	and recycle all such products into shoddy fiber."		
10	shoddy fiber.		
11	¶ 10: "Indeed, the very foundation of	Fed. R. Evid. 602. Ms.	Sustained Sustain
	the parties' agreement was (a) Phoenix Fibers' need for denim	Kim has no personal knowledge of an	Overruled
12	products to convert into shoddy fiber,	agreement.	Overruled
13	and (b) Plaintiffs' desire to remove		
14	second-quality MISS ME and RCRV	Fed. R. Evid. 402. Ms.	
15	denim products that the companies deemed unfit for sale to consumers	Kim's testimony about what she believed the	
16	from the stream of commerce, and	"foundation" was is	
17	dispose of them in an environmentally	irrelevant in the absence	
18	friendly way."	of communications to Phoenix Fibers. <i>Shaw v.</i>	
		Regents of Univ. of Cal.,	
19		58 Cal. App. 4th 44, 55	
20		(1997) ("The true intent of a contracting party is	
21		irrelevant if it remains	
22		unexpressed"); Winet v.	
23		Price, 4 Cal. App. 4th	
24		1159, 1166 n.3 (1992) ("evidence of the	
25		undisclosed subjective	
		intent of the parties is	
26		irrelevant to determining the meaning of	
27		contractual language.")	
28			

1	Testimony:	Objections:	Ruling:
2	¶ 11: "At the time, I also recall seeing	Fed. R. Evid. 802.	Sustained
3	written communications between Ms.	Hearsay.	
	Song and Mr. Graham wherein Mr. Graham (a) represented that Phoenix	Fed. R. Evid. 1001; 1002.	Overruled
4	Fibers would destroy Plaintiffs'	The "written	
5	second-quality denim products and	communications" are the	
6	convert them into shoddy fiber, and	evidence of their	
7	(b) stated that Phoenix Fibers did not require a writing to memorialize the	contents.	
8	parties' agreement."	Fed. R. Evid. 901. The	
9		documents Ms. Kim	
		mentions are not authenticated.	
10	¶ 12: "Based on my understanding of	Fed. R. Evid. 402. <i>Shaw</i>	Sustained
11	these facts at the time, and the	v. Regents of Univ. of	
12	straightforward terms of the parties'	Cal., 58 Cal. App. 4th 44,	Overruled
13	agreement-namely, (a) Plaintiffs would deliver damaged, unfinished or	55 (1997) ("The true intent of a contracting	
14	otherwise second-quality MISS ME	party is irrelevant if it	
15	and ROCK REVIVAL denim	remains unexpressed");	
	products that the companies deemed	Winet v. Price, 4 Cal.	
16	unfit for sale to consumers to Phoenix Fibers' Chandler, Arizona facility, at	App. 4th 1159, 1166 n.3 (1992) ("evidence of the	
17	no cost to Phoenix Fibers, and (b)	undisclosed subjective	
18	Phoenix Fibers would shred such	intent of the parties is	
19	products into shoddy fiber, which would then be used by Phoenix	irrelevant to determining the meaning of	
20	Fibers' affiliate, Bonded Logic, to	contractual language.")	
21	manufacture environmentally friendly		
	products such as insulation-I was		
22	satisfied that a written contract with Phoenix Fibers was not necessary to		
23	memorialize the parties' agreement."		
24			
25			
26			
27			
28			
20		14	
	[PROPOSED] MEMORIALIZATION OF RULL		OR IFCTIONS TO

1	Testimony:	Objections:	Ruling:
2	¶ 13: "In addition, I did not believe it	Fed. R. Evid. 402. Shaw	Sustained
3	was necessary to request certificates	v. Regents of Univ. of	
	of destruction from Phoenix Fibers	Cal., 58 Cal. App. 4th 44,	Overruled
4	for the denim products Plaintiffs were donating to Phoenix Fibers for that	55 (1997) ("The true intent of a contracting	
5	purpose, because the parties' entire	party is irrelevant if it	
6	agreement was premised on Phoenix	remains unexpressed");	
7	Fibers' conversion of Plaintiffs'	Winet v. Price, 4 Cal.	
	denim products into shoddy fiber,	App. 4th 1159, 1166 n.3	
8	which could not be accomplished without their destruction (i.e.,	(1992) ("evidence of the undisclosed subjective	
9	shredding)."	intent of the parties is	
10	<u> </u>	irrelevant to determining	
11		the meaning of	
		contractual language.")	
12	¶ 14: "Once Plaintiffs reached an	Fed. R. Evid. 602. No	Sustained
13	agreement with Phoenix Fibers, in	foundation is provided for	
14	November 2011, for the shredding	Ms. Kim's testimony as	Overruled
15	and recycling of their second-quality	to an agreement.	
	denim products into shoddy fiber, Plaintiffs began importing their		
16	unfinished or second-quality denim		
17	products from their Asian factories		
18	for ultimate shipment to Phoenix		
19	Fibers, rather than having them		
20	incinerated by the factories." ¶ 14: "This involved a significant	Fed. R. Evid. 402. Shaw	Sustained
	expense, but it was an expense	v. Regents of Univ. of	Z Subtumed
21	Plaintiffs were willing to incur in	Cal., 58 Cal. App. 4th 44,	Overruled
22	order to dispose of their second-	55 (1997) ("The true	
23	quality denim products in an environmentally conscious manner."	intent of a contracting party is irrelevant if it	
24	Christianichtany conscious manner.	remains unexpressed");	
		Winet v. Price, 4 Cal.	
25		App. 4th 1159, 1166 n.3	
26		(1992) ("evidence of the	
27		undisclosed subjective intent of the parties is	
28		irrelevant to determining	
_	<u>L</u>		

1	Testimony:	Objections:	Ruling:
2		the meaning of	
2		contractual language.")	
3	¶ 15: "Over the next four years,	Fed. R. Evid. 602. Ms.	Sustained Sustain
4	during the period November 2011	Kim provided no	
5	through September 2015, Plaintiffs	foundation for her	Overruled
3	donated hundreds of thousands of	knowledge of these facts.	
6	pounds of second-quality denim		
7	products to Phoenix Fibers for		
	shredding into shoddy fiber. It cost Plaintiffs approximately \$1,000 per		
8	shipping container to transport MISS		
9	ME and ROCK REVIVAL denim		
10	products from their facility in Los		
10	Angeles, California to Phoenix		
11	Fibers' facility in Chandler, Arizona."		
12	¶ 16: "In or around the summer of	Fed. R. Evid. 802. The	
12	2015, Plaintiffs began to receive	alleged complaints are	
13	complaints from their sales	hearsay.	Overruled
14	representatives, authorized retail		
15	accounts, and others, regarding the	Fed. R. Evid. 901. To the	
	availability of second-quality MISS	extent Ms. Kim's	
16	ME and ROCK REVIVAL denim	testimony is based on	
17	products for online and wholesale	documents, almost all are	
	purchase."	not authenticated. Fed. R. Evid. 602. No	Sustained
18	¶ 17: "Upon examination of the products, I and others within the	foundation is provided for	
19	companies were able to determine	the conclusion that the	Overruled
20	that such products had previously	products came from	Overruied
	been delivered to Phoenix Fibers for	Phoenix Fibers.	
21	shredding and recycling into shoddy	2 220 0222 2 20 020	
22	fiber."	Fed. R. Evid. 802.	
		Conclusions of others are	
23		hearsay.	
24			
25			
26			
27			
28			
		16	
		16	

1	Testimony:	Objections:	Ruling:
2	¶ 18: "During that call, Mr. Johnson	Fed. R. Evid. 402. Mr.	Sustained
3	explained to me that Plaintiffs' goods were received and placed in a secure	Johnson's statements are not relevant.	Overruled
4	cage until they were ready to be	not relevant.	Overruled
	shredded, at which time they would	Fed. R. Evid. 802. Mr.	
5	be removed from the secure cage and	Johnson's alleged	
6	shredded into shoddy fiber."	statements are hearsay.	
7	¶ 19: "Shortly thereafter, on or about	Fed. R. Evid. 802. Ms.	Sustained
8	October 27, 2015, I spoke with Tod	Kim's statements are	
9	Kean, who I understood to be one of	hearsay.	U Overruled
10	the owners, and the CEO of Phoenix Fibers, and advised him that Plaintiffs		
	had located significant quantities of		
11	low quality MISS ME and ROCK		
12	REVIVAL denim products being offered for sale in secondary channels		
13	of trade, such as eBay, which		
14	products Plaintiffs believed may have		
15	come from Phoenix Fibers' facility."	E 1 D E 11 400 M	
16	¶ 20: "In response, Mr. Kean stated that he would look into it, and	Fed. R. Evid. 402. Mr. Kean's alleged statements	Sustained
	mentioned the possibility that there	are not relevant.	Overruled
17	may have been 'leakage' (i.e., theft)		
18	from Phoenix Fibers' warehouse.	Fed. R. Evid. 802. Mr.	
19	Specifically, Mr. Kean explained that on occasion, the cage where	Kean's alleged statements are hearsay.	
20	Plaintiffs' products were stored would	are nearsay.	
21	be full, and certain products would be		
	left outside of the cage, thus being		
22	susceptible to theft. At the end of our call, Mr. Kean referred me to Mr.		
23	Johnson, who he stated that would be		
24	able to answer my questions		
25	regarding security issues and the		
26	possible 'leakage' of Plaintiffs' products from Phoenix Fibers'		
27	warehouse."		
	¶ 21: "At no time during my call with	Fed. R. Evid. 402. What	Sustained
28	Mr. Kean, or at any time thereafter,	Mr. Kean did not state is	

1	Testimony:	Objections:	Ruling:
$_{2}$	did Mr. Kean state that Phoenix	irrelevant.	Overruled
	Fibers had sold Plaintiffs' second-		
3	quality MISS ME and ROCK		
4	REVIVAL denim products to anyone		
_	as "credential," nor did he state that it		
5	was Phoenix Fibers' position under		
6	the parties' 2011 agreement that		
7	Phoenix Fibers was entitled to sell		
7	Plaintiffs' products as "credential" or		
8	otherwise."		
9	¶ 22: "Later that same day, I spoke	Fed. R. Evid. 802. Ms.	
9	with Mr. Johnson and told him what I	Kim's statements are	
10	had previously explained to Mr.	hearsay.	Overruled
11	Kean, namely, that Plaintiffs were		
	seeing significant quantities of		
12	second-quality MISS ME and ROCK		
13	REVIVAL denim products being		
	offered for sale in secondary channels		
14	of trade, and that Plaintiffs had examined these products, and		
15	believed that they had previously		
16	been delivered to Phoenix Fibers for		
16	recycling into shoddy fiber."		
17	¶ 22: "In response, Mr. Johnson	Fed. R. Evid. 402. Mr.	Sustained
18	acknowledged the possibility that	Johnson's alleged	Sustained
	Plaintiffs' products had 'leaked' from	statement(s) are not	Overruled
19	Phoenix Fibers' warehouse, stated	relevant.	
20	Phoenix Fibers was adding security		
	cameras in its warehouse, and further		
21	stated that he would personally		
22	investigate the issue and report back		
23	to me."		
	¶ 23: "At no time during my	Fed. R. Evid. 402. Mr.	Sustained Sustained
24	conversation with Mr. Johnson, or at	Johnson's alleged	
25	any time thereafter, did Mr. Johnson	statement(s) are not	U Overruled
	disclose the fact he had personally	relevant.	
26	overseen the sale of numerous pallets		
27	of second-quality MISS ME and		
	ROCK REVIVAL denim products to		
28	Defendant U.S. General Export, Inc.,		

1	Testimony:	Objections:	Ruling:
$_{2}$	or state that it was Phoenix Fibers'		
	position that Phoenix Fibers was		
3	entitled to sell Plaintiffs' products to		
4	anyone as 'credential' or otherwise."		
_	¶ 24: "Although Mr. Johnson had	Fed. R. Evid. 402. Mr.	Sustained Sustain
5	advised me during our call that he	Johnson's alleged	
6	would look into the possibility that	statement(s) are not	Overruled
7	certain MISS ME and ROCK	relevant.	
′	REVIVAL denim products had been		
8	stolen from Phoenix Fibers		
9	warehouse, and then report back to		
	me, I received no further information		
10	or response of any kind from Mr.		
11	Johnson or Mr. Kean."	End D Evid 602 No	V Cyataina d
	¶ 25: "In the weeks that followed, I continued to see increasing numbers	Fed. R. Evid. 602. No foundation is provided for	
12	of second-quality MISS ME and	the statement of	Overruled
13	ROCK REVIVAL denim products	"continu[ing] to see"	Overraica
$_{14}$	being made available for purchase in	products. No foundation	
	secondary channels of trade. Finally,	has been provided as to	
15	in mid-November 2015, I instructed	whether shredding was	
16	Plaintiffs' outside counsel to contact	required.	
17	Mr. Kean, in order to ensure that		
17	Plaintiffs' donated products were	Fed. R. Evid. 802. Ms.	
18	being properly handled and secured	Kim's statements are	
19	prior to being shredded and recycled	hearsay.	
	into shoddy fiber. Once again, at the		
20	time, I had no idea that these products		
21	had found their way out of Phoenix		
22	Fibers' warehouse in any way other than through theft."		
	¶ 26: "Thereafter, following a series	Fed. R. Evid. 402. These	Sustained Sustained
23	of communications between	alleged communications	Dustamed
24	Plaintiffs' outside counsel and	are irrelevant.	Overruled
	Phoenix Fibers' then-outside counsel,		
25	in which Phoenix Fibers for the first		
26	time took the position that it was		
27	unaware of the removal of any of		
	Plaintiffs' second-quality MISS ME		
28	and ROCK REVIVAL denim		

1	Testimony:	Objections:	Ruling:
2	products from its warehouse floor,	v	
3	and that '[i]f someone [had removed		
	any such products], it was done		
4	without the knowledge and consent of Phoenix Fibers,' Phoenix Fibers		
5	terminated the parties' agreement,		
6	stating that it would no longer accept		
7	Plaintiffs' 'donations of products for recycling.'"		
8	¶ 28: "Once the products were	Fed. R. Evid. 602. Ms.	
9	returned to Plaintiffs' warehouse in	Kim has no personal	
	Los Angeles, California, at my direction Plaintiffs' warehouse staff	knowledge of the review.	Overruled
10	conducted a review of the reclaimed	Fed. R. Evid. 802. Ms.	
11	products. That review revealed that	Kim's testimony of the	
12	among the reclaimed goods were	review appears to be	
13	denim products that Plaintiffs had delivered to Phoenix Fibers for	based on reports from	
14	recycling into shoddy fiber as early as	other people, which are hearsay.	
	2012."		
15	¶ 29: "In addition, many of the	Fed. R. Evid. 602. Ms.	Sustained ■
16	reclaimed boxes of MISS ME and	Kim provided no foundation that she has	Overruled
17	ROCK REVIVAL denim products had been cut open in one corner, and	personal knowledge of	Overruled
18	had apparently been rummaged	"many of the reclaimed	
19	through. After viewing certain of	boxes" having "been cut	
	these cut-open boxes myself, it was my belief that the boxes were opened	open in one corner" or "rummaged through."	
20	in this manner to determine the	Nor is proper foundation	
21	quality and/or saleability of the MISS	provided for Ms. Kim's	
22	ME and ROCK REVIVAL denim products contained inside."	belief.	
23	products contained instact	Fed. R. Evid. 701. Ms.	
24		Kim offers an improper	
25		lay opinion.	
26	¶ 30: "Realizing that they had	Fed. R. Evid. 402	Sustained
27	received no forthright responses from	(irrelevant);	
28	Phoenix Fibers"	argumentative.	Overruled Sustained
40	¶ 31: "incalculable harm ";	Fed. R. Evid. 602. No	Sustained

1	Testimony:	Objections:	Ruling:
2	"Plaintiffs' investigators to purchase	foundation is provided for	
3	as many of such products as possible.	alleged "incalculable	U Overruled
	Between December 11, 2015 and	harm."	
4	February 9, 2016 (the day before Plaintiffs commenced this action),	Fed. R. Evid. 701.	
5	Plaintiffs' investigators purchased	Improper lay opinion.	
6	over 29,000 units of second-quality	improper lay opinion.	
	MISS ME and ROCK REVIVAL	Fed. R. Evid. 802.	
7	denim products from Defendants	Statements regarding	
8	SAC International Traders, Inc.,	number of units	
9	Shaukat Ali Chohan, Comak Trading,	purchased by Plaintiffs is	
	Inc. "	hearsay; no foundation is	
10		laid for who the	
11		investigators purchased them from, which is	
12		likely based on hearsay.	
13			
14	Ruling on Objections to	the Declaration of Matthey	v T. Salzmann
15	(Dkt. 93)		
16	<u> </u>		
	Testimony:	Objections:	Ruling:
17	¶ 3: "Attached hereto as Exhibit A is	Fed. R. Evid. 602. Mr.	Sustained
18	a true and correct copy of excerpts	Salzmann provided no	
19	from the transcript of the deposition	evidence or foundation	U Overruled
	of Kelley Marie Quinn, taken on September 12, 2016."	for his personal knowledge that the	
20	September 12, 2010.	exhibit is a "true and	
21		correct" copy of the	
22		disposition transcript.	
	¶ 4: "Attached hereto as Exhibit B is	Fed. R. Evid. 602. Mr.	∑ Sustained
23	a true and correct copy of excerpts	Salzmann provided no	
24	from the transcript of the deposition	evidence or foundation	U Overruled
25	of Steven Johnson, taken on	for his personal	
	September 12, 2016."	knowledge that the exhibit is a "true and	
26		correct" copy of the	
27		disposition transcript.	
28	¶ 5: "Attached hereto as Exhibit C is	Fed. R. Evid. 602. Mr.	Sustained

1	Testimony:	Objections:	Ruling:
2	a true and correct copy of excerpts	Salzmann provided no	
	from the transcript of the deposition	evidence or foundation	Overruled
3	of Tod Kean, taken on September 13,	for his personal	
4	2016."	knowledge that the	
5		exhibit is a "true and	
7		correct" copy of the	
6	T.C. "August 111 and a Fig. 124 D."	disposition transcript.	
7	¶ 6: "Attached hereto as Exhibit D is	Fed. R. Evid. 602. Mr.	Sustained
	a true and correct copy of excerpts	Salzmann provided no evidence or foundation	Overruled
8	from the transcript of the deposition of Lilly Kim, taken on October 12,	for his personal	Overruled
9	2016."	knowledge that the	
10	2010.	exhibit is a "true and	
10		correct" copy of the	
11		disposition transcript.	
12	¶ 7: "Attached hereto as Exhibit E is	Fed. R. Evid. 602. Mr.	Sustained
	a true and correct copy of excerpts	Salzmann provided no	
13	from the transcript of the deposition	evidence or foundation	Overruled
14	of Felipe Salgado, taken on October	for his personal	
15	13, 2016."	knowledge that the	
13		exhibit is a "true and	
16		correct" copy of the	
17		disposition transcript.	
	¶ 8: "Attached hereto as Exhibit F is	Fed. R. Evid. 602. Mr.	
18	a true and correct copy of excerpts	Salzmann provided no evidence or foundation	Overruled
19	from the transcript of the deposition of Lisa Song, taken on November 4,	for his personal	Overruled
20	2016."	knowledge that the	
		exhibit is a "true and	
21		correct" copy of the	
22		disposition transcript.	
23	¶ 9: "Attached hereto as Exhibit G is	Fed. R. Evid. 602. Mr.	
23	a true and correct copy of excerpts	Salzmann provided no	
24	from the transcript of the deposition	evidence or foundation	Overruled
25	of Tiffany Alana Wolff, taken on	for his personal	
	December 9, 2016."	knowledge that the	
26		exhibit is a "true and	
27		correct" copy of the	
28	¶ 13: "Attached hereto as Exhibit K	disposition transcript. Fed. R. Evid. 602. Mr.	Sustained
-0	13. Attached hereto as Exhibit K	1 Cu. K. Eviu. 002. Wii.	∠ Sustailieu

1	Testimony:	Objections:	Ruling:
2	is a true and correct copy of an email	Salzmann provided no	8
	chain involving Eric Choi (Sweet	evidence or foundation	Overruled
3	People / RCRV), Lilly Kim (Sweet	for his personal	
4	People / RCRV) and Lisa Song	knowledge that the	
	(Sweet People / RCRV), dated	exhibit is a "true and	
5	November 1, 2011	correct" copy of the	
6	(SP/RCRV000065-66) (Deposition	described email chain.	
7	Ex. 30)."	F 1 P F 11 (02 M	
	¶ 14: "Attached hereto as Exhibit L	Fed. R. Evid. 602. Mr.	
8	is a true and correct copy of an email	Salzmann provided no	Overmulad
9	chain involving Jerry Weston	evidence or foundation	Overruled
	(Bonded Logic, Inc.), Lisa Song (Sweet People / RCRV) and Matt	for his personal knowledge that the	
10	Graham (Phoenix Fibers), dated	exhibit is a "true and	
11	November 3, 2011	correct" copy of the	
12	(SP/RCRV005530-5531) (Deposition	described email chain.	
	Ex. 67)."		
13	¶ 15: "Attached hereto as Exhibit M	Fed. R. Evid. 602. Mr.	Sustained
14	is a true and correct copy of an email	Salzmann provided no	
15	chain involving Jerry Weston	evidence or foundation	Overruled
13	(Bonded Logic, Inc.), Lisa Song	for his personal	
16	(Sweet People / RCRV) and Steve	knowledge that the	
17	Kim (Sweet People / RCRV), dated	exhibit is a "true and	
	November 3, 2011	correct" copy of the	
18	(SP/RCRV005532-5533) (Deposition	described email chain.	
19	Ex. 66)."	End D Evid 600 Ma	Custoine d
20	¶ 16: "Attached hereto as Exhibit N	Fed. R. Evid. 602. Mr.	Sustained
20	is a true and correct copy of an email chain involving Matt Graham	Salzmann provided no evidence or foundation	Overruled
21	(Phoenix Fibers), Lisa Song (Sweet	for his personal	Overruled
22	People / RCRV) and Steve Kim	knowledge that the	
	(Sweet People / RCRV), dated	exhibit is a "true and	
23	November 4, 2011	correct" copy of the	
24	(SP/RCRV005538-5539) (Deposition	described email chain.	
	Ex. 68)."		
25	¶ 17: "Attached hereto as Exhibit O	Fed. R. Evid. 602. Mr.	Sustained Sustain
26	is a true and correct copy of an email	Salzmann provided no	
27	chain involving Matt Graham,	evidence or foundation	Overruled
	(Phoenix Fibers), Lisa Song (Sweet	for his personal	
28	People / RCRV) and Steve Kim	knowledge that the	
		22	

1	Testimony:	Objections:	Ruling:
$_{2}$	(Sweet People / RCRV), dated	exhibit is a "true and	
	November 4-7, 2011	correct" copy of the	
3	(SP/RCRV005542-5543) (Deposition	described email chain.	
4	Ex. 71).		
_	¶ 18: "Attached hereto as Exhibit P is	Fed. R. Evid. 602. Mr.	
5	a true and correct copy of an email	Salzmann provided no	
6	chain from Matt Graham (Phoenix	evidence or foundation	U Overruled
7	Fibers) to Lisa Song (Sweet People /	for his personal	
	RCRV), dated November 15, 2011	knowledge that the	
8	(SP/RCRV005545)."	exhibit is a "true and	
9		correct" copy of the	
	5 10 % Aug 1 11 11 11 F-12 4 O	described email chain.	
10	¶ 19: "Attached hereto as Exhibit Q	Fed. R. Evid. 602. Mr.	Sustained
11	is a true and correct copy of an email	Salzmann provided no evidence or foundation	
	chain involving Matt Graham		Overruled
12	(Phoenix Fibers), Lisa Song (Sweet People / RCRV), Steve Kim (Sweet	for his personal knowledge that the	
13	People / RCRV), sieve Kim (Sweet People / RCRV) and others, dated	exhibit is a "true and	
14	November 18-22, 2011	correct" copy of the	
14	(SP/RCRV00570)."	described email chain.	
15	¶ 20: "Attached hereto as Exhibit R	Fed. R. Evid. 602. Mr.	Sustained
16	is a true and correct copy of an email	Salzmann provided no	
	chain involving Matt Graham	evidence or foundation	Overruled
17	(Phoenix Fibers), Lisa Song (Sweet	for his personal	
18	People / RCRV) and Soohan Kim	knowledge that the	
10	(Sweet People / RCRV), dated	exhibit is a "true and	
19	December 5, 2011	correct" copy of the	
20	(SP/RCRV005583-5584)."	described email chain.	
21	\P 21: "Attached hereto as Exhibit S is	Fed. R. Evid. 602. Mr.	Sustained
	a true and correct copy of an email	Salzmann provided no	
22	chain from Matt Graham (Phoenix	evidence or foundation	U Overruled
23	Fibers) to Lisa Song (Sweet People /	for his personal	
	RCRV), dated January 27, 2012	knowledge that the	
24	(SP/RCRV00617)."	exhibit is a "true and	
25		correct" copy of the	
	# 20 (A) 1 11 / E 1 1 4 F	described email chain.	
26	¶ 22: "Attached hereto as Exhibit T	Fed. R. Evid. 602. Mr.	
27	is a true and correct copy of an email	Salzmann provided no	Ovvome-15-4
28	chain from Lisa Song (Sweet People /	evidence or foundation	U Overruled
20	RCRV) to Matt Graham (Phoenix	for his personal	

1	The state of the s		D 11
1	Testimony:	Objections:	Ruling:
2	Fibers), Chris Graham (CH Robinson)	knowledge that the	
3	and YongChul Kim (Sweet People /	exhibit is a "true and	
	RCRV), dated March 8, 2012	correct" copy of the	
4	(SP/RCRV005624)."	described email chain.	
5	¶ 23: "Attached hereto as Exhibit U	Fed. R. Evid. 602. Mr.	Sustained
	is a true and correct copy of an email	Salzmann provided no evidence or foundation	Overmuled
6	chain involving Matt Graham		U Overruled
7	(Phoenix Fibers) and Lisa Song (Sweet People / RCRV), dated March	for his personal	
	8, 2012 (SP/RCRV005628)."	knowledge that the exhibit is a "true and	
8	8, 2012 (SI/KCK V003028).	correct" copy of the	
9		described email chain.	
10	¶ 24: "Attached hereto as Exhibit V	Fed. R. Evid. 602. Mr.	Sustained
10	is a true and correct copy of an email	Salzmann provided no	
11	chain from Matt Graham (Phoenix	evidence or foundation	Overruled
12	Fibers) to Lisa Song (Sweet People /	for his personal	
	RCRV), dated March 8, 2012	knowledge that the	
13	(SP/RCRV005629)."	exhibit is a "true and	
14	,	correct" copy of the	
		described email chain.	
15	¶ 25: "Attached hereto as Exhibit W	Fed. R. Evid. 602. Mr.	
16	is a true and correct photograph of a	Salzmann provided no	
17	display case containing a sample of	evidence or foundation	U Overruled
	insulation that Phoenix Fibers	for his personal	
18	provided to Plaintiffs in or around	knowledge that the	
19	March 2012 (SP/RCRV000072)."	exhibit is a "true and	
	# OC (4 A 1 . 1 . 1	correct" photograph.	
20	¶ 26: "Attached hereto as Exhibit X	Fed. R. Evid. 602. Mr.	
21	is a true and correct copy of emails	Salzmann provided no	Overmaled
22	exchanged between Matt Graham, (Phoenix Fibers), Lisa Song (Sweet	evidence or foundation for his personal	U Overruled
	People / RCRV) and others, dated	knowledge that the	
23	March 27, 2012 (SP/RCRV005630-	exhibit is a "true and	
24	5639)."	correct" copy of the	
	2327).	described email chain.	
25	¶ 27: "Attached hereto as Exhibit Y	Fed. R. Evid. 602. Mr.	Sustained
26	is a true and correct copy of an email	Salzmann provided no	
27	from Matt Graham (Phoenix Fibers)	evidence or foundation	Overruled
41	to Lisa Song (Sweet People / RCRV),	for his personal	
28	dated April 9, 2012	knowledge that the	
		25	

1	Testimony:	Objections:	Ruling:
2	(SP/RCRV005640)."	exhibit is a "true and	
		correct" copy of the	
3		described email chain.	
4	¶ 28: "Attached hereto as Exhibit Z	Fed. R. Evid. 602. Mr.	Sustained Sustained
ا ہے	is a true and correct copy of an email	Salzmann provided no	
5	chain involving Felipe Salgado	evidence or foundation	U Overruled
6	(RCRV), Steven Johnson (Phoenix	for his personal	
7	Fibers), Brenda Macon (Phoenix	knowledge that the	
<i>'</i>	Fibers) and Vanessa Santana (CH	exhibit is a "true and	
8	Robinson), dated September 11-24,	correct" copy of the	
9	2015 (SP/RCRV001006-1009)."	described email chain.	
	¶ 29: "Attached hereto as Exhibit AA	Fed. R. Evid. 602. Mr.	
10	is a true and correct copy of "Packing	Salzmann provided no	
11	Lists" and "Bills of Lading" relating	evidence or foundation	Overruled
	to Phoenix Fibers' sale of Plaintiffs'	for his personal	
12	donated products to U.S. General	knowledge that the	
13	Export, Inc., dated May 21, 2015	exhibit is a "true and	
	through November 10, 2015 (US GEN EXPORT 000028-33)."	correct" copy of Packing Lists" and "Bills of	
14	GEN EAI OKT 000028-33).	Lading."	
15	¶ 30: "Attached hereto as Exhibit BB	Fed. R. Evid. 602. Mr.	Sustained
16	is a true and correct copy of	Salzmann provided no	<u> </u>
	"Invoices" issued by U.S. General	evidence or foundation	Overruled
17	Export, Inc. to SAC International	for his personal	
18	Traders, Inc. relating to the sale of	knowledge that the	
10	Plaintiffs' donated products, dated	exhibit is a "true and	
19	January 27, 2015 through September	correct" copy of	
20	29, 2015 (US GEN EXPORT	"Invoices" issued by U.S.	
21	000028-33)."	General Export, Inc. to	
		SAC International	
22		Traders, Inc.	
23	¶ 31: "Attached hereto as Exhibit CC	Fed. R. Evid. 602. Mr.	
	is a true and correct copy of an email	Salzmann provided no	
24	from Aleisha Stevens to Rock Revival	evidence or foundation	U Overruled
25	Customer Care, dated December 3, 2015 (SP/RCRV001366-1367)	for his personal knowledge that the	
26	(Deposition Ex. 31)."	exhibit is a "true and	
	(Deposition Dx. 31).	correct" copy of the	
27		described email chain.	
28	¶ 32: "Attached hereto as Exhibit DD	Fed. R. Evid. 602. Mr.	Sustained
- 1		1 10 10 10 10 10 11 11 11	Sustained

1	Testimony:	Objections:	Ruling:
$_{2}$	is a true and correct copy of an email	Salzmann provided no	
	from Bahram Reihan to Revival	evidence or foundation	Overruled
3	Customer Care, dated December 4,	for his personal	
4	2015 (SP/RCRV005756-5757)	knowledge that the	
ا ہے	(Deposition Ex. 32)."	exhibit is a "true and	
5		correct" copy of the	
6		described email chain.	
7	¶ 33: "Attached hereto as Exhibit EE	Fed. R. Evid. 602. Mr.	
	is a true and correct copy of an email	Salzmann provided no	
8	from Lilly Kim (Sweet People /	evidence or foundation	U Overruled
9	RCRV) to Tod Kean (Phoenix	for his personal	
	Fibers), dated October 27, 2015	knowledge that the	
10	(PHX000005) (Deposition Ex. 10)."	exhibit is a "true and	
11		correct" copy of the	
		described email chain.	
12	¶ 34: "Attached hereto as Exhibit FF	Fed. R. Evid. 602. Mr.	
13	is a true and correct copy of a letter	Salzmann provided no	
	from Louis S. Ederer, Esp. (Arnold &	evidence or foundation	U Overruled
14	Porter LLP) to Tod Kean (Phoenix	for his personal	
15	Fibers), dated November 17, 2015	knowledge that the	
	(PHX001040-1041) (Deposition Ex.	exhibit is a "true and	
16	11)."	correct" copy of the described letter.	
17	¶ 37: "Attached hereto as Exhibit II	Fed. R. Evid. 602. Mr.	Sustained
10	is a true and correct copy of an email	Salzmann provided no	⊠ Sustained
18	chain involving Louis S. Ederer, Esq.	evidence or foundation	Overruled
19	(Arnold & Porter LLP), Charles W.	for his personal	
20	Wirken, Esq. (Gust & Rosenfeld) and	knowledge that the	
	Tod Kean (Phoenix Fibers), dated	exhibit is a "true and	
21	December 7-8, 2015	correct" copy of the	
22	(SP/RCRV000056-60)."	described letter.	
	¶ 38: "Attached hereto as Exhibit JJ	Fed. R. Evid. 602. Mr.	Sustained
23	is a true and correct copy of an article	Salzmann provided no	
24	titled "Shredding Clothing Nets Big	evidence or foundation	Overruled
	Rewards for Phoenix Fibers"	for his personal	
25	(SP/RCRV003081-3082)."	knowledge that the	
26	,	exhibit is a "true and	
		correct" copy of the	
27		described article.	
28	¶ 39: "Attached hereto as Exhibit KK	Fed. R. Evid. 602. Mr.	Sustained Sustain

	Objections:	Ruling:
ticle	Salzmann provided no	
cles	evidence or foundation	Overruled
	for his personal	
	knowledge that the	
	exhibit is a "true and	
	correct" copy of the	
	described article.	
t LL	Fed. R. Evid. 602. Mr.	Sustained Sustained
ticle	Salzmann provided no	
	evidence or foundation	Overrule
	for his personal	
	knowledge that the	
	exhibit is a "true and	
	correct" copy of the	
	described article.	
t	Fed. R. Evid. 602. Mr.	Sustained
an	Salzmann provided no	
	evidence or foundation	Overrule
	for his personal	
041-	_	
	exhibit is a "true and	
	correct" copy of the	
	described article.	
a to th	o Exhibits to the Doelaneti	on of Mottha
5 to tii	e Exhibits to the Declarati	on or Matthe
	Objections:	Ruling:
This	Objections: exhibit is not properly	Ruling: Sustained
	exhibit is not properly	
auth		Sustained
author ar	exhibit is not properly enticated. "A deposition	Sustained
author ar	exhibit is not properly enticated. "A deposition extract therefrom is enticated in a motion for	Sustained
author ar author sumi	exhibit is not properly enticated. "A deposition a extract therefrom is	Sustained
author ar author summident	exhibit is not properly enticated. "A deposition in extract therefrom is enticated in a motion for mary judgment when it tifies the names of the	Sustained
author ar author summident depo	exhibit is not properly enticated. "A deposition n extract therefrom is enticated in a motion for mary judgment when it tifies the names of the onent and the action and	Sustained
author ar author summident depo	exhibit is not properly enticated. "A deposition in extract therefrom is enticated in a motion for mary judgment when it tifies the names of the onent and the action and ides the reporter's	Sustained
author ar author summident deportional certifications and authors are authors	exhibit is not properly enticated. "A deposition in extract therefrom is enticated in a motion for mary judgment when it tifies the names of the onent and the action and ides the reporter's fication that the deposition	Sustained
author ar author summident deporting in cluic certific is a t	exhibit is not properly enticated. "A deposition in extract therefrom is enticated in a motion for mary judgment when it tifies the names of the onent and the action and ides the reporter's fication that the deposition true record of the testimony	Sustained
author ar author summident deporting in cluic certific is a t	exhibit is not properly enticated. "A deposition in extract therefrom is enticated in a motion for mary judgment when it tifies the names of the onent and the action and ides the reporter's fication that the deposition	Ruling: Sustained Overruled
1	t LL ticle	evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described article. It LL Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described article. It Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal Nan Salzmann provided no evidence or foundation for his personal Nan Knowledge that the exhibit is a "true and correct" copy of the

1	Exhibit:	Objections:	Ruling:
2	10 10	of Am., NT & SA, 285 F.3d	
		764, 774 (9th Cir. 2002); see	
3		also Zimmerman v. Comcast	
4		Corp., 2016 U.S. Dist. LEXIS	
_		162806 (C.D. Cal. Nov. 22,	
5		2016) (Wright, J.) In this	
6		instance, Mr. Salzmann	
7		attached the deposition	
		transcript without court	
8		reporters' certifications. It is inadmissible. <i>Orr</i> , 285 F. 3d at	
9		774; see also Carroll v.	
10		Holder, No. 09-3093-CL, 2011	
		U.S. Dist. LEXIS 152158, at	
11		*3-4 (D. Or. Sep. 30, 2011)	
12		(even "[t]he affidavit of a	
13		party's counsel providing the	
		names of the deponent, the	
14		action, and the reporter, with a	
15		statement that the attached	
		copy is a 'true and accurate copy' is not a sufficient	
16		substitute, without more, to	
17		satisfy the authentication	
18		requirement; such an affidavit	
		lacks foundation even if the	
19		affiant-counsel were present at	
20		the deposition.").	
21	Salzmann Ex. B (Deposition of	This exhibit is not properly	⊠ Sustained
22	Steven Johnson) (Dkt. No. 93-	authenticated. "A deposition or an extract therefrom is	Overruled
	2)	authenticated in a motion for	
23		summary judgment when it	
24		identifies the names of the	
25		deponent and the action and	
		includes the reporter's	
26		certification that the deposition	
27		is a true record of the testimony	
28		of the deponent." Orr v. Bank	
40		of Am., NT & SA, 285 F.3d	

1	Exhibit:	Objections:	Ruling:
2		764, 774 (9th Cir. 2002); see	
		also Zimmerman v. Comcast	
3		Corp., 2016 U.S. Dist. LEXIS	
4		162806 (C.D. Cal. Nov. 22,	
5		2016) (Wright, J.) In this	
3		instance, Mr. Salzmann	
6		attached the deposition	
7		transcript <i>without</i> court reporters' certifications. It is	
		inadmissible. <i>Orr</i> , 285 F. 3d at	
8		774; see also Carroll v.	
9		Holder, No. 09-3093-CL, 2011	
10		U.S. Dist. LEXIS 152158, at	
		*3-4 (D. Or. Sep. 30, 2011)	
11		(even "[t]he affidavit of a	
12		party's counsel providing the	
13		names of the deponent, the	
		action, and the reporter, with a	
14		statement that the attached	
15		copy is a 'true and accurate	
		copy' is not a sufficient substitute, without more, to	
16		satisfy the authentication	
17		requirement; such an affidavit	
18		lacks foundation even if the	
		affiant-counsel were present at	
19		the deposition.").	
20	Salzmann Ex. C (Deposition	This exhibit is not properly	∑ Sustained
21	of Tod Kean) (Dkt. No. 93-3)	authenticated. "A deposition	
		or an extract therefrom is	Overruled
22		authenticated in a motion for	
23		summary judgment when it identifies the names of the	
24		deponent and the action and	
		includes the reporter's	
25		certification that the deposition	
26		is a true record of the testimony	
27		of the deponent." Orr v. Bank	
		of Am., NT & SA, 285 F.3d	
28		764, 774 (9th Cir. 2002); see	
		20	

1	Exhibit:	Objections:	Ruling:
$_{2} \parallel$		also Zimmerman v. Comcast	
		Corp., 2016 U.S. Dist. LEXIS	
3		162806 (C.D. Cal. Nov. 22,	
4		2016) (Wright, J.) In this	
5		instance, Mr. Salzmann	
		attached the deposition	
6		transcript without court	
7		reporters' certifications. It is inadmissible. <i>Orr</i> , 285 F. 3d at	
		774; see also Carroll v.	
8		Holder, No. 09-3093-CL, 2011	
9		U.S. Dist. LEXIS 152158, at	
10		*3-4 (D. Or. Sep. 30, 2011)	
		(even "[t]he affidavit of a	
11		party's counsel providing the	
12		names of the deponent, the	
13		action, and the reporter, with a	
		statement that the attached	
14		copy is a 'true and accurate	
15		copy' is not a sufficient	
		substitute, without more, to	
16		satisfy the authentication requirement; such an affidavit	
17		lacks foundation even if the	
18		affiant-counsel were present at	
		the deposition.").	
19	Salzmann Ex. D (Deposition	This exhibit is not properly	
20	of Lilly Kim) (Dkt. No. 93-4)	authenticated. "A deposition	
21		or an extract therefrom is	Overruled
		authenticated in a motion for	
22		summary judgment when it identifies the names of the	
23		deponent and the action and	
24		includes the reporter's	
		certification that the deposition	
25		is a true record of the testimony	
26		of the deponent." Orr v. Bank	
27		of Am., NT & SA, 285 F.3d	
		764, 774 (9th Cir. 2002); see	
28		also Zimmerman v. Comcast	

1	Exhibit:	Objections:	Ruling:
2		Corp., 2016 U.S. Dist. LEXIS	
		162806 (C.D. Cal. Nov. 22,	
3		2016) (Wright, J.) In this	
4		instance, Mr. Salzmann	
5		attached the deposition	
		transcript without court	
6		reporters' certifications. It is inadmissible. <i>Orr</i> , 285 F. 3d at	
7		774; see also Carroll v.	
8		Holder, No. 09-3093-CL, 2011	
		U.S. Dist. LEXIS 152158, at	
9		*3-4 (D. Or. Sep. 30, 2011)	
10		(even "[t]he affidavit of a	
11		party's counsel providing the	
		names of the deponent, the	
12		action, and the reporter, with a	
13		statement that the attached	
1.4		copy is a 'true and accurate copy' is not a sufficient	
14		substitute, without more, to	
15		satisfy the authentication	
16		requirement; such an affidavit	
		lacks foundation even if the	
17		affiant-counsel were present at	
18		the deposition.").	
19	Salzmann Ex. E (Deposition of	This exhibit is not properly	Sustained Sustain
	Felipe Salgado) (Dkt. No. 93-	authenticated. "A deposition	Orramula d
20	5)	or an extract therefrom is authenticated in a motion for	Overruled
21		summary judgment when it	
22		identifies the names of the	
		deponent and the action and	
23		includes the reporter's	
24		certification that the deposition	
25		is a true record of the testimony	
		of the deponent." Orr v. Bank	
26		of Am., NT & SA, 285 F.3d	
27		764, 774 (9th Cir. 2002); see also Zimmerman v. Comcast	
28		Corp., 2016 U.S. Dist. LEXIS	
20		22	

1	Exhibit:	Objections:	Ruling:
$_{2}$		162806 (C.D. Cal. Nov. 22,	
		2016) (Wright, J.) In this	
3		instance, Mr. Salzmann	
4		attached the deposition	
5		transcript without court	
		reporters' certifications. It is inadmissible. <i>Orr</i> , 285 F. 3d at	
6		774; see also Carroll v.	
7		<i>Holder</i> , No. 09-3093-CL, 2011	
8		U.S. Dist. LEXIS 152158, at	
		*3-4 (D. Or. Sep. 30, 2011)	
9		(even "[t]he affidavit of a	
10		party's counsel providing the	
$_{11} \parallel$		names of the deponent, the action, and the reporter, with a	
		statement that the attached	
12		copy is a 'true and accurate	
13		copy' is not a sufficient	
14		substitute, without more, to	
15		satisfy the authentication	
		requirement; such an affidavit	
16		lacks foundation even if the	
17		affiant-counsel were present at the deposition.").	
18	Salzmann Ex. F (Deposition of	This exhibit is not properly	Sustained
	Lisa Song) (Dkt. No. 93-6)	authenticated. "A deposition	
19		or an extract therefrom is	Overruled
20		authenticated in a motion for	
21		summary judgment when it	
22		identifies the names of the deponent and the action and	
22		includes the reporter's	
23		certification that the deposition	
24		is a true record of the testimony	
25		of the deponent." Orr v. Bank	
		of Am., NT & SA, 285 F.3d	
26		764, 774 (9th Cir. 2002); see	
27		also Zimmerman v. Comcast	
28		Corp., 2016 U.S. Dist. LEXIS 162806 (C.D. Cal. Nov. 22,	
20		102000 (C.D. Car. 1907, 22,	

1	Exhibit:	Objections:	Ruling:
2		2016) (Wright, J.) In this	
3		instance, Mr. Salzmann	
		attached the deposition transcript <i>without</i> court	
4		reporters' certifications. It is	
5		inadmissible. <i>Orr</i> , 285 F. 3d at	
6		774; see also Carroll v.	
7		Holder, No. 09-3093-CL, 2011	
.		U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011)	
8		(even "[t]he affidavit of a	
9		party's counsel providing the	
10		names of the deponent, the	
11		action, and the reporter, with a	
		statement that the attached	
12		copy is a 'true and accurate copy' is not a sufficient	
13		substitute, without more, to	
14		satisfy the authentication	
15		requirement; such an affidavit	
		lacks foundation even if the	
16		affiant-counsel were present at the deposition.").	
17		the deposition.).	
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1	Exhibit:	Objections:	Ruling:
2	Salzmann Ex. G. (Deposition	This exhibit is not properly	Sustained
	of Tiffany Alana Wolff) (Dkt.	authenticated. "A deposition	
3	No. 93-7)	or an extract therefrom is	Overruled
4	,	authenticated in a motion for	
		summary judgment when it	
5		identifies the names of the	
6		deponent and the action and	
7		includes the reporter's	
.		certification that the deposition	
8		is a true record of the testimony	
9		of the deponent." Orr v. Bank of Am., NT & SA, 285 F.3d	
10		764, 774 (9th Cir. 2002); see	
10		also Zimmerman v. Comcast	
11		Corp., 2016 U.S. Dist. LEXIS	
12		162806 (C.D. Cal. Nov. 22,	
		2016) (Wright, J.) In this	
13		instance, Mr. Salzmann	
14		attached the deposition	
15		transcript without court	
15		reporters' certifications. It is	
16		inadmissible. <i>Orr</i> , 285 F. 3d at	
17		774; see also Carroll v.	
		Holder, No. 09-3093-CL, 2011	
18		U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011)	
19		(even "[t]he affidavit of a	
20		party's counsel providing the	
		names of the deponent, the	
21		action, and the reporter, with a	
22		statement that the attached	
22		copy is a 'true and accurate	
23		copy' is not a sufficient	
24		substitute, without more, to	
25		satisfy the authentication	
		requirement; such an affidavit	
26		lacks foundation even if the	
27		affiant-counsel were present at the deposition.").	
28		inc deposition. J.	

2

Ruling on Objections to the Additional Salzmann Exhibits

4

5 **Objections: Ruling** Salzmann **Declaration** 6 **Exhibit:** 7 Fed. R. Evid. 901. This exhibit is not Sustained Sustained Exhibit K properly authenticated by Mr. Salzmann. 8 Overruled 9 Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his 10 personal knowledge of this exhibit. 11 Fed. R. Evid. 802. Hearsay. 12 Exhibit L Fed. R. Evid. 901. This exhibit is not Sustained | 13 properly authenticated by Mr. Salzmann. Overruled 14 Fed. R. Evid. 602. Mr. Salzmann 15 provided no evidence or foundation for his personal knowledge of this exhibit. 16 17 Fed. R. Evid. 802. Hearsay. Exhibit M Fed. R. Evid. 901. This exhibit is not Sustained | 18 properly authenticated by Mr. Salzmann. 19 Overruled 20 Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his 21 personal knowledge of this exhibit. 22 Fed. R. Evid. 802. Hearsay. 23

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1	Salzmann Declaration	Objections:	Ruling
2	Exhibit:		
3	Exhibit N	Fed. R. Evid. 901. This exhibit is not	Sustained Sustain
4		properly authenticated by Mr. Salzmann.	Overruled
5		Fed. R. Evid. 602. Mr. Salzmann	
6		provided no evidence or foundation for his personal knowledge of this exhibit.	
7			
8		Fed. R. Evid. 802. Hearsay.	
9	Exhibit O	Fed. R. Evid. 901. This exhibit is not	Sustained
10		properly authenticated by Mr. Salzmann.	Overruled
11		Fed. R. Evid. 602. Mr. Salzmann	Overruled
12		provided no evidence or foundation for his	
13		personal knowledge of this exhibit.	
14	F 131 - D	Fed. R. Evid. 802. Hearsay.	
15	Exhibit P	Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.	Sustained
16			Overruled
17		Fed. R. Evid. 802. Hearsay.	
18		Fed. R. Evid. 602. Mr. Salzmann	
19		provided no evidence or foundation for his personal knowledge of this exhibit.	
20		personal knowledge of this exmon.	
21		Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only	
22		percipient witness, has testified the	
23		contract was formed, and is not relevant to any facts of the case.	
24		any facts of the case.	
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26			
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28			
		37	
	[PROPOSED] MEMORIALIZATION OF RULINGS ON PHOENIX FIBERS, INC.'S OBJECTIONS TO		

1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3	Exhibit Q	Fed. R. Evid. 901. This exhibit is not	Sustained
4		properly authenticated by Mr. Salzmann.	
5		Fed. R. Evid. 802. Hearsay.	Overruled
6		rea. R. Evia. 662. Hearbay.	
7		Fed. R. Evid. 602. Mr. Salzmann	
8		provided no evidence or foundation for his personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only	
10		percipient witness, has testified the	
11		contract was formed, and is not relevant to	
12	Exhibit R	any facts of the case. Fed. R. Evid. 901. This exhibit is not	Sustained
13	LAMOR K	properly authenticated by Mr. Salzmann.	Sustained
14		E. 1 D. E. '1 000 H	Overruled
15		Fed. R. Evid. 802. Hearsay.	
16		Fed. R. Evid. 602. Mr. Salzmann	
17		provided no evidence or foundation for his	
18		personal knowledge of this exhibit.	
19		Fed. R. Evid. 402. The communication	
20		post-dates the date Ms. Song, the only percipient witness, has testified the	
		contract was formed, and is not relevant to	
21		any facts of the case.	
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1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3	Exhibit S	Fed. R. Evid. 901. This exhibit is not	Sustained
4		properly authenticated by Mr. Salzmann.	Orramala d
5		Fed. R. Evid. 802. Hearsay.	U Overruled
6		·	
7		Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his	
8		personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication	
10		post-dates the date Ms. Song, the only	
11		percipient witness, has testified the	
		contract was formed, and is not relevant to any facts of the case.	
12	Exhibit T	Fed. R. Evid. 901. This exhibit is not	Sustained
13		properly authenticated by Mr. Salzmann.	
14		Fed. R. Evid. 802. Hearsay.	Overruled
15		red. R. Evid. 602. Hearsay.	
16		Fed. R. Evid. 602. Mr. Salzmann	
17		provided no evidence or foundation for his personal knowledge of this exhibit.	
18		personal knowledge of this exhibit.	
19		Fed. R. Evid. 402. The communication	
20		post-dates the date Ms. Song, the only percipient witness, has testified the	
21		contract was formed, and is not relevant to	
		any facts of the case.	
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1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3	Exhibit U	Fed. R. Evid. 901. This exhibit is not	Sustained ■
4		properly authenticated by Mr. Salzmann.	Overruled
5		Fed. R. Evid. 802. Hearsay.	Overruled
6			
7		Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his	
8		personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication	
10		post-dates the date Ms. Song, the only	
11		percipient witness, has testified the	
12		contract was formed, and is not relevant to any facts of the case.	
13	Exhibit V	Fed. R. Evid. 901. This exhibit is not	Sustained ■
		properly authenticated by Mr. Salzmann.	Overruled
14		Fed. R. Evid. 802. Hearsay.	Overruled
15		E 1 D E '1 (02 M C 1	
16		Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his	
17		personal knowledge of this exhibit.	
18		End D. Evid 402. The communication	
19		Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only	
20		percipient witness, has testified the	
21		contract was formed, and is not relevant to any facts of the case.	
22		any facts of the case.	
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	[DDODOSED] MEM	ODIALIZATION OF DITINGS ON DUOFNIY FIDEDS I	NC 25 OD IECTIONS TO

1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3	Exhibit W	Fed. R. Evid. 901. This exhibit is not	
4		properly authenticated by Mr. Salzmann.	Overruled
5		Fed. R. Evid. 802. Hearsay.	Overruled
6		Fed. R. Evid. 602. Mr. Salzmann	
7		provided no evidence or foundation for his	
8		personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication	
10		post-dates the date Ms. Song, the only	
11		percipient witness, has testified the contract was formed, and is not relevant to	
12		any facts of the case.	
13	Exhibit X	Fed. R. Evid. 901. This exhibit is not	Sustained
14		properly authenticated by Mr. Salzmann.	Overruled
15		Fed. R. Evid. 802. Hearsay.	_
16		Fed. R. Evid. 602. Mr. Salzmann	
17		provided no evidence or foundation for his	
		personal knowledge of this exhibit.	
18		Fed. R. Evid. 402. The communication	
19		post-dates the date Ms. Song, the only	
20		percipient witness, has testified the contract was formed, and is not relevant to	
21		any facts of the case.	
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1	Salzmann	Objections:	Ruling
2	Declaration		D
3	Exhibit: Exhibit Y	Fed. R. Evid. 901. This exhibit is not	Sustained
4	Exmort 1	properly authenticated by Mr. Salzmann.	∑ Sustamed
			Overruled
5		Fed. R. Evid. 802. Hearsay.	
6		Fed. R. Evid. 602. Mr. Salzmann	
7		provided no evidence or foundation for his	
8		personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication	
10		post-dates the date Ms. Song, the only	
11		percipient witness, has testified the	
		contract was formed, and is not relevant to any facts of the case.	
12	Exhibit Z	Fed. R. Evid. 901. This exhibit is not	Sustained
13		properly authenticated by Mr. Salzmann.	
14		End D Evid 202 Haarsay	U Overruled
15		Fed. R. Evid. 802. Hearsay.	
16		Fed. R. Evid. 602. Mr. Salzmann	
17		provided no evidence or foundation for his	
18		personal knowledge of this exhibit.	
		Fed. R. Evid. 402. The communication	
19		post-dates the date Ms. Song, the only	
20		percipient witness, has testified the contract was formed, and is not relevant to	
21		any facts of the case.	
22	Exhibit AA	Fed. R. Evid. 901. This exhibit is not	
23		properly authenticated by Mr. Salzmann.	Orrownlad
24		Fed. R. Evid. 802. Hearsay.	Overruled
25			
		Fed. R. Evid. 602. Mr. Salzmann	
26		provided no evidence or foundation for his personal knowledge of this exhibit.	
27		personal knowledge of this exhibit.	
28		Fed. R. Evid. 402. The communication	

1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3		post-dates the date Ms. Song, the only	
4		percipient witness, has testified the	
5		contract was formed, and is not relevant to any facts of the case.	
6	Exhibit BB	Fed. R. Evid. 901. This exhibit is not	Sustained Sustain
7		properly authenticated by Mr. Salzmann.	Overruled
8		Fed. R. Evid. 802. Hearsay.	
9		Fed. R. Evid. 602. Mr. Salzmann	
10		provided no evidence or foundation for his	
11		personal knowledge of this exhibit.	
12		Fed. R. Evid. 402. The communication	
13		post-dates the date Ms. Song, the only percipient witness, has testified the	
14		contract was formed, and is not relevant to	
15	Exhibit CC	any facts of the case. Fed. R. Evid. 901. This exhibit is not	Sustained
16		properly authenticated by Mr. Salzmann.	
17		Fed. R. Evid. 802. Hearsay.	U Overruled
18		Fed. R. Evid. 602. Mr. Salzmann	
19		provided no evidence or foundation for his	
20		personal knowledge of this exhibit.	
21		Fed. R. Evid. 402. The communication	
22		post-dates the date Ms. Song, the only	
23		percipient witness, has testified the contract was formed, and is not relevant to	
24		any facts of the case.	
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1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3	Exhibit DD	Fed. R. Evid. 901. This exhibit is not	Sustained ■
4		properly authenticated by Mr. Salzmann.	Overruled
5		Fed. R. Evid. 802. Hearsay.	Overruled
6			
7		Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his	
8		personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication	
10		post-dates the date Ms. Song, the only	
11		percipient witness, has testified the	
12		contract was formed, and is not relevant to any facts of the case.	
13	Exhibit EE	Fed. R. Evid. 901. This exhibit is not	Sustained
14		properly authenticated by Mr. Salzmann.	Overruled
15		Fed. R. Evid. 802. Hearsay.	Overraied
		Fed. R. Evid. 602. Mr. Salzmann	
16		provided no evidence or foundation for his	
17		personal knowledge of this exhibit.	
18		Fed. R. Evid. 402. The communication	
19		post-dates the date Ms. Song, the only	
20		percipient witness, has testified the	
21		contract was formed, and is not relevant to any facts of the case.	
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1	Salzmann	Objections	Duling
	Declaration	Objections:	Ruling
2	Exhibit:		
3	Exhibit FF	Fed. R. Evid. 901. This exhibit is not	Sustained
4		properly authenticated by Mr. Salzmann.	Overruled
5		Fed. R. Evid. 802. Hearsay.	Overfuled
6		Fed. R. Evid. 602. Mr. Salzmann	
7		provided no evidence or foundation for his	
8		personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication	
10		post-dates the date Ms. Song, the only	
11		percipient witness, has testified the contract was formed, and is not relevant to	
12		any facts of the case.	
13	Exhibit II	Fed. R. Evid. 901. This exhibit is not	
		properly authenticated by Mr. Salzmann.	Overruled
14		Fed. R. Evid. 802. Hearsay.	Overruled
15			
16		Fed. R. Evid. 602. Mr. Salzmann	
17		provided no evidence or foundation for his personal knowledge of this exhibit.	
18		F	
19		Fed. R. Evid. 402. The communication	
20		post-dates the date Ms. Song, the only percipient witness, has testified the	
21		contract was formed, and is not relevant to	
		any facts of the case.	
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1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3	Exhibit JJ	Fed. R. Evid. 901. This exhibit is not	Sustained
4		properly authenticated by Mr. Salzmann.	
5		Fed. R. Evid. 802. Hearsay.	Overruled
6		red. R. Evid. 602. Hearsay.	
7		Fed. R. Evid. 602. Mr. Salzmann	
8		provided no evidence or foundation for his personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only	
10		percipient witness, has testified the	
11		contract was formed, and is not relevant to	
12	Exhibit KK	any facts of the case. Fed. R. Evid. 901. This exhibit is not	Sustained
13	LAMOR KIX	properly authenticated by Mr. Salzmann.	Dustamed
14		E. 1 D. E. '1 000 H	Overruled
15		Fed. R. Evid. 802. Hearsay.	
16		Fed. R. Evid. 602. Mr. Salzmann	
17		provided no evidence or foundation for his	
18		personal knowledge of this exhibit.	
19		Fed. R. Evid. 402. The communication	
20		post-dates the date Ms. Song, the only percipient witness, has testified the	
		contract was formed, and is not relevant to	
21		any facts of the case.	
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1	Salzmann	Objections:	Ruling
2	Declaration Exhibit:		
3	Exhibit LL	Fed. R. Evid. 901. This exhibit is not	Sustained ■
4		properly authenticated by Mr. Salzmann.	
5		Fed. R. Evid. 802. Hearsay.	Overruled
6		rea. R. Evia. 662. Hearbay.	
7		Fed. R. Evid. 602. Mr. Salzmann	
8		provided no evidence or foundation for his personal knowledge of this exhibit.	
9		Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only	
10		percipient witness, has testified the	
11		contract was formed, and is not relevant to	
12	Exhibit MM	any facts of the case. Fed. R. Evid. 901. This exhibit is not	Sustained
13	Exmort will	properly authenticated by Mr. Salzmann.	Dustamed
14		E. 1 D. E. '1 002 H	Overruled
15		Fed. R. Evid. 802. Hearsay.	
16		Fed. R. Evid. 602. Mr. Salzmann	
17		provided no evidence or foundation for his	
18		personal knowledge of this exhibit.	
19		Fed. R. Evid. 402. The communication	
20		post-dates the date Ms. Song, the only percipient witness, has testified the	
		contract was formed, and is not relevant to	
21		any facts of the case.	
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Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit RR	Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann. Fed. R. Evid. 802. Hearsay. Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit. Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.	Sustained Overruled

Ruling on Objections to the Specific Objections to Deposition Testimony (Salzmann Decl. Exhibits A - F)

1. Exhibit A to Salzmann Declaration (Deposition Transcript of Kelly Quinn):

Testimony:	Objections:	Ruling
Plaintiffs' Ex. "A";	Fed. R. Evid. 602. Lacks	Sustained
Deposition Transcript of		
Kelly Marie Quinn, 39:8-	foundation for personal	
17:	knowledge.	Overruled as moot
"Q. Okay. So we've	miowiedge.	
spoken a lot about a whole		
lot of other businesses		
besides Phoenix Fibers. So		
let's talk about Phoenix		
Fibers. What – what is the		
nature of Phoenix Fibers'		
business?		
A. To make shoddy.		
Q. And what is shoddy?		

1	Testimony:	Objections:	Ruling
2	A. It's material that gets –		
2	it's material that's		
3	converted into a shoddy		
4	material and – and filler.		
5	We also make filler. And		
	that's utilized in other		
6	businesses for a finished product."		
7			
0	2. Exhibit B	to Salzmann Declaration (De	eposition Transcript
8	of Steven Johnson):		
9	,		
10	Tastimony	Objections	Duling
	Testimony: Plaintiffs' Ex. "B",	Objections: Fed. R. Evid. 602. Lacks	Ruling Sustained
11	Deposition Transcript of	foundation for personal	
12	Steven Johnson ("Johnson	knowledge.	Overruled as moot
13	Depo"), 33:5-10	Miowiedge.	overranca as moor
13	"Q. Was Phoenix Fibers		
14	doing business with Mr.		
15	Mrough at the time he came		
	on as plant manager?		
16	A. I honestly don't know,		
17	but I'm – yeah, I don't		
18	know. I don't know when		
10	that relationship started.		
19	Q. Do you know how it		
20	started?		
	A. No."	E. I. D. E. '1 (02 I 1	
21	Plaintiffs' Ex. "B", Johnson Depo, 82:8-19	Fed. R. Evid. 602. Lacks	Sustained
22	"Mr. Salzmann: Let's take a	foundation for personal knowledge.	Overruled as moot
23	look at Plaintiff's Exhibit 2.	Knowledge.	Overraica as moor
	It should be on the side		
24	there.		
25	Mr. Macias: What number?		
	Mr. Salzmann: 2.		
26	By Mr. Salzmann:		
27	Q. Do you have that in front		
28	of you, Mr. Johnson?		
	•		

Testimony:	Objections:	Ruling
filed, so I'd need to look at		
a document.		
Q. March 29 th , 2016		
A. I don't recall.		
Q. Okay. How about as of		
May 18 th 2016?		
A. I would make an		
assumption, yes, I had		
spoken to him by May."		
4. Exhibit D	to Salzmann Declaration (De	position Transcr
of Lilly Kim):		
of Lilly Kim):		
	Objections:	Ruling
Testimony:	Objections: Fed. R. Evid. 602. Lacks	Ruling Sustained
Testimony: Plaintiffs' Ex. "D";	Fed. R. Evid. 602. Lacks	Ruling Sustained
Testimony: Plaintiffs' Ex. "D"; Deposition Transcript of	Fed. R. Evid. 602. Lacks foundation for personal	Sustained
Testimony: Plaintiffs' Ex. "D";	Fed. R. Evid. 602. Lacks	Sustained
Testimony: Plaintiffs' Ex. "D"; Deposition Transcript of Lilly Kim ("Kim Depo"),	Fed. R. Evid. 602. Lacks foundation for personal	☐ Sustained☐ Overruled as
Testimony: Plaintiffs' Ex. "D"; Deposition Transcript of Lilly Kim ("Kim Depo"), 14:1-9	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	☐ Sustained☐ Overruled as
Testimony: Plaintiffs' Ex. "D"; Deposition Transcript of Lilly Kim ("Kim Depo"), 14:1-9 "Q. And was that contract	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	☐ Sustained☐ Overruled as
Testimony: Plaintiffs' Ex. "D"; Deposition Transcript of Lilly Kim ("Kim Depo"), 14:1-9 "Q. And was that contract entered into between Phoenix Fibers and Sweet	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	☐ Sustained☐ Overruled as
Plaintiffs' Ex. "D"; Deposition Transcript of Lilly Kim ("Kim Depo"), 14:1-9 "Q. And was that contract entered into between	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	☐ Sustained☐ Overruled as
Testimony: Plaintiffs' Ex. "D"; Deposition Transcript of Lilly Kim ("Kim Depo"), 14:1-9 "Q. And was that contract entered into between Phoenix Fibers and Sweet People?	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	☐ Sustained☐ Overruled as

Rock Revival? A. Yes. Q. Who entered into that contract, or these contracts, on behalf of Sweet People and Rock Revival? A. Was Lisa Song, under my direction." Plaintiffs' Exh. "D", Kim Fed. R. Evid. 602. Lacks Sustained Depo, 18:4-24 foundation for personal "Q. Do you have any Overruled as knowledge. personal knowledge of the moot terms of the offer that led to Fed. R. Evid 802. Hearsay. what you've referred to as

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1	Testimony:	Objections:	Ruling
2	the overall contract?	·	
	A. I've read the e-mails, and		
3	I had discussions with Lisa.		
4	Q. What discussions? And		
5	when did you have		
	discussions with Lisa?		
6	A. 2011 Q. Can you please tell me		
7	what Lisa – And when you		
8	say "Lisa," you mean Lisa		
0	Song?		
9	A. Yes.		
10	Q. Please tell me what Lisa		
	Song told you in those		
11	conversations in 2011?		
12	A. We had discussions. We		
13	were looking for a company		
	that recycled denim so that		
14	we could recycle our products, rather than sending		
15	them to the landfill. So we		
16	discussed, you know, that		
	Phoenix Fibers was a		
17	recycling company that was		
18	going to do this. We		
19	discussed how, you know,		
19	pricing would work. And we		
20	discussed, you know,		
21	basically a little bit of timing of the first shipment."		
22	Plaintiffs' Exh. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
	Depo, 20:1-11	foundation for personal	
23	"Q. To your knowledge, did	knowledge.	Overruled as
24	anyone have any	_	moot
25	discussions, verbal	Fed. R. Evid 802. Hearsay.	
	discussions, with anyone		
26	from Phoenix Fibers on		
27	behalf of Rock Revival or		
	Sweet People in 2011 other		
28	than Ms. Song?		

1	Testimony:	Objections:	Ruling
2	A. I don't recall. It may be	3	
	possibly the shipping people.		
3	Q. And who are the shipping		
4	 Who were the shipping 		
	people at that time?		
5	A. I think, at that time, Steve		
6	Kim may have been a little		
7	bit involved as our COO, but		
<i>'</i>	I don't know if he had any		
8	direct correspondence with		
9	Phoenix Fibers."	E 1 D E 11002 H	
	Plaintiffs' Exh. "D", Kim	Fed. R. Evid 802. Hearsay.	Sustained
10	Depo, 20:25-21:3 "Q. Do you know where he		Overruled as
11	went to work after leaving –		moot
12	Well, which entity or entities		moot
12	did he work for?		
13	A. He worked for both."		
14	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
	Depo,	foundation for personal	_
15	26:1-11	knowledge.	Overruled as
16	"Q. Why is it that you		moot
17	believe that those contracts	Fed. R. Evid 802. Hearsay.	
	were breached?		
18	A. So we had an overall		
19	arrangement, as we		
	discussed, for them to		
20	recycle the products. When we recover goods, some of		
21	the goods went back to 2012.		
22	Q. And what contracts do		
	you believe Phoenix Fibers		
23	breached between Phoenix		
24	Fibers and Rock Revival?		
25	A. The same.		
	Q. So same years?		
26	A. Yes."		
27	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
	Depo, 26:23-28:5	foundation for personal	
28	"Q. – has anyone employed	knowledge.	Overruled as

1	Testimony:	Objections:	Ruling
2	by Sweet People discussed		moot
	with anyone at Phoenix	Fed. R. Evid 802. Hearsay.	
3	Fibers the contractual term		
4	requiring that the donated		
5	products that Sweet People		
)	donated be destroyed?		
6	A. I believe we thought they		
7	would be destroyed and recycled.		
	Q. Okay. And I understand		
8	what your – what you		
9	thought. But the question is,		
10	to your knowledge and based		
	on your investigation, has		
11	anyone employed by Sweet		
12	People discussed with		
13	anyone at Phoenix Fibers the		
13	contractual term requiring		
14	that the donated products		
15	that Sweet People donated		
	be destroyed? A. I believe there's e-mail		
16	correspondence to that		
17	effect.		
18	Q. What about verbal		
	discussions? Do you know		
19	of any verbal discussions?		
20	A. I don't know if the word		
	"destroyed" was used in the		
21	verbal discussions.		
22	Q. And with that testimony,		
23	would the answer to the		
	previous two questions be the same for Rock Revival?		
24	A. That's correct.		
25	Q. To your knowledge and		
26	based on your investigation,		
	did Rock Revival or Sweet		
27	People explicitly place a		
28	restriction on the items that		

1	Testimony:	Objections:	Ruling
2	they donated to Phoenix	· ·	
3	Fibers requiring that those		
3	items be destroyed?		
4	A. Yes. We did require that		
5	the items be destroyed and recycled. I think we believed		
	that during the recycling		
6	process, the items would		
7	naturally be destroyed as		
8	they were made into shoddy		
	fiber. So that's why it's a		
9	little confusing. We just		
10	focus on "destroyed.""		
11	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
	Depo, 28:14-29:4	foundation for personal knowledge.	Overruled as
12	"Q. The question is, did anyone at Sweet People or	knowledge.	moot
13	Rock Revival place a	Fed. R. Evid 802. Hearsay.	moot
14	requirement on the donated	j	
15	items or express a		
13	requirement based on the		
16	donated items to Phoenix		
17	Fibers that the donated items		
18	be destroyed? A. Yes.		
	Q. And when do you think		
19	that was done?		
20	A. 2011.		
21	Q. And how do you think		
	that was done?		
22	A. Verbally. And I guess in e-mail correspondence.		
23	Q. Both?		
24	A. I believe so.		
	Q. What's the basis for your		
25	understanding that it was		
26	done verbally?		
27	A. After my discussions with		
	Lisa following her		
28	discussions with Matt		

1	Testimony:	Objections:	Ruling
2	Graham."		
	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	Sustained
3	Depo, 29:20-30:25	Irrelevant.	
4	"Q. Why is it that Sweet		Overruled as
	People and Rock Revival		moot
5	wanted the donated products		
6	destroyed?		
7	A. Most of the goods are		
/	unfinished goods or		
8	damaged goods, goods that		
9	we don't want into the		
	mainstream market because		
10	they're not as good a quality		
11	as our first-run goods. So therefore we wanted to find a		
	way to environmentally,		
12	soundly destroy the items,		
13	which is why we came up		
14	with the destruction and		
	recycling. We thought it was		
15	a much more environmental		
16	friendly way to dispose of		
	the products. We were part		
17	of a organization called One		
18	Percent for the Planet. I		
19	don't know if you know this,		
	but denim is highly		
20	pollutive, so it		
21	Q. I did not know that.		
	A. Well, it's like the washing		
22	and the blasting, and so it's		
23	actually very highly pollutive. So one of the ways		
24	we wanted to give back, sort		
	of make up for the pollution		
25	was we joined One Percent		
26	for the Planet, which means		
	1 percent of our gross		
27	proceeds at the time went to		
28	environmental organizations.		

1	Testimony:	Objections:	Ruling
2	So along with that program	Ţ.	
	that we put in place, our		
3	directive was to find a much		
4	more environmentally		
5	friendly way to dispose of		
	the products.		
6	Q. Prior to shipping		
7	materials to Phoenix Fibers, what – what were Rock		
	Revival and Sweet People		
8	doing to get rid of their		
9	unwanted products?		
10	A. So one of two things		
	could happen when they		
11	could be destroyed, in Asia,		
12	at the factories, or if they		
13	were here in the U.S., then		
	we would cut up the product,		
14	and then they would be sent		
15	to landfill essentially." Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	Sustained
16	Depo, 33:24-34:12	Irrelevant. Ms. Kim's and	
	"Q. Do you recall having in	others' subjective	Overruled as
17	your mind the understanding	understanding is irrelevant	moot
18	in 2011 that there was a	in the absence of evidence	
10	contract between Phoenix	Ms. Kim's communicated	
19	Fibers on the one hand and	that understanding to	
20	Sweet People and Rock	Phoenix Fibers. Shaw v.	
21	Revival on the other?	Regents of Univ. of Cal., 58	
	A. Yes.	Cal. App. 4th 44, 55 (1997)	
22	Q. Why is it that you did not draft a contract for mutual	("The true intent of a	
23	signature between the parties	contracting party is irrelevant if it remains	
24	to reflect the terms of the	unexpressed"); Winet v.	
	contract that you understood	Price, 4 Cal. App. 4th	
25	existed?	1159, 1166 n.3 (1992)	
26	A. We asked Phoenix Fibers	("evidence of the	
27	if there's any paperwork or	undisclosed subjective	
	documents that need to be	intent of the parties is	
28	executed. They said, "No.""	irrelevant to determining	

1	Testimony:	Objections:	Ruling
$_{2}$		the meaning of contractual	
		language.")	
3	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	Sustained
4	Depo, 37:22-38:10	Irrelevant. Ms. Kim's and	
ہے	"Q. Understanding that Mr.	others' subjective	Overruled as
5	Graham on his end didn't	understanding is irrelevant	moot
6	need anything further, why is	in the absence of evidence	
7	it – why was it, in your	Ms. Kim's communicated	
·	opinion, that Sweet People	that understanding to	
8	and Rock Revival didn't	Phoenix Fibers. Shaw v.	
9	need anything further in	Regents of Univ. of Cal., 58	
9	writing?	Cal. App. 4th 44, 55 (1997)	
10	A. I think it was a couple of	("The true intent of a	
11	reasons, One was it was sort	contracting party is	
	of my understanding, having	irrelevant if it remains	
12	talked to multiple, you	unexpressed"); Winet v.	
13	know, recycling companies, that most did not have a	<i>Price</i> , 4 Cal. App. 4th 1159, 1166 n.3 (1992)	
14	written agreement. Secondly,	("evidence of the	
14	because it was just for	undisclosed subjective	
15	recycling and destruction,	intent of the parties is	
16	we really didn't feel like it	irrelevant to determining	
	was necessary to have a	the meaning of contractual	
17	formal written agreement.	language.")	
18	The terms were relatively		
10	simple, and they really		
19	weren't for, you know,		
20	manufacturing or resale or		
21	anything like that. So it was		
	really just recycling.		
22	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
23	Depo, 39:14:22	foundation for personal	∇ 0 1.1
	"Q. And how did you have	knowledge.	Overruled as
24	that understanding? A. That is what Matt	End D Evid 802 Hooms	moot
25	Graham told us.	Fed. R. Evid 802. Hearsay.	
26	Q. And to be specific, he		
	didn't tell you that; right?		
27	A. Correct.		
28	Q. And how do you know he		

1	Testimony:	Objections:	Ruling
2	told Ms. Song that?		
	A. She told me, and there		
3	were e-mails."		
4	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
5	Depo, 41:18-42:1	foundation for personal	
	"Q. When Ms. Song was	knowledge.	Overruled as
6	having discussions with Mr.		moot
7	Graham and then carrying out the shipping of the		
8	products to Phoenix Fibers,		
	was she an employee of		
9	Rock Revival, Sweet People		
10	or both?		
	A. Both.		
11	Q. And was she paid by		
12	both?		
13	A. What happens is her		
	paycheck comes from Sweet		
14	People Apparel, but her time is allocated between the two		
15	companies. Well, actually,		
16	all the affiliates."		
	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
17	Depo, 67:2-13	foundation for personal	
18	"Q. Have you discussed any	knowledge.	Overruled as
19	of the facts related to this		moot
	case with Ms. Flores?	Fed. R. Evid 802. Hearsay.	
20	A. I don't think so. Oh,		
21	maybe, yes. Q. What have you discussed		
22	with her?		
	A. She made some purchases		
23	early on, and then she helps		
24	store things for me.		
25	Q. Purchases from where?		
	A. So when we got some of		
26	the complaints regarding the		
27	donated goods that were out		
	in the stream of commerce,		
28	she would sometimes make		

1	Testimony:	Objections:	Ruling
2	contact and make the	· ·	
	purchase on my behalf at my		
3	direction."		
4	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 802.	Sustained
	Depo, 106:25-107:11	Hearsay.	
5	"A. We had received		Overruled as
6	complaint about those kind		moot
_	of goods being out there, and		
7	so we began to – you know,		
8	they'd appoint us to specific		
9	people or websites or		
9	whatever it was, so we		
10	started to make some		
11	purchases.		
11	Q. And was that prior to		
12	receiving – Well, strike that.		
13	Who were those complaints		
	from?		
14	A. It would have been from		
15	customers, sales reps.		
	Q. Sales reps that worked for Miss Me or Rock Revival, or		
16	other sales reps?		
17	A. Sales reps that work for		
18	Miss Me and Rock Revival."		
10	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 802.	Sustained
19	Depo, 108:16-21	Hearsay.	
20	"Q. Why – Well, do you		Overruled as
	recall independent about		moot
21	why Mr. Salgado sent you		
22	this e-mail, Exhibit 31?		
22	A. Right. So Lola Willard		
23	was selling goods that were		
24	supposed to have been		
25	donated on her – I don't		
	know if it was her Facebook		
26	or her website or something		
27	like that."	F 1 P F 11 000	
	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 802.	Sustained
28	Depo, 112:9-21	Hearsay.	

1	Testimony:	Objections:	Ruling
2	"Q. Exhibit 31 refers to jeans	y	Overruled as
	being "stamped' defective"	Fed. R. Evid. 402.	moot
3	on page 2 in the third line	Irrelevant.	
4	down. The sentence says,		
ہے	"She says that she gets the		
5	jeans from the factory that		
6	are 'stamped' defective due		
7	to missing labels and such		
	items." Does Miss Me – Do		
8	Miss Me or Rock Revival		
9	stamp jeans with the word "Defective"?		
10	A. The factory may. Q. Do you know one way or		
11	the other whether they do?		
12	A. I know that – I don't		
12	know if they do it for every		
13	single one, but I know I've		
14	seen jeans stamped		
	"Defective" on the inside		
15	lining."		
16	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 602. Lacks	Sustained
17	Depo, 115:18-116:12	foundation for personal	
	"Q. Do you recall – other	knowledge.	Overruled as
18	than the seller Lola Willard,		moot
19	they were selling online – in		
	2015, they were selling the		
20	goods that led to the purchases that led to this		
21	case or they were part of		
22	leading to this case, do you		
	recall what websites they		
23	were selling on?		
24	A. I remember some were on		
	eBay. I think some were on		
25	Facebook. But that's all I		
26	can remember offhand.		
27	Q. Of the approximately half		
	dozen purchases, at least one		
28	of them was a wholesale		

1	Testimony:	Objections:	Ruling
$_{2}$	purchase, wholesale price		
2	type purchase?		
3	A. Yes.		
4	Q. How many – When did		
5	that occur? A. I want to say summer.		
6	Q. And do you recall		
7	approximately how many units?		
8	A. That was a large one.		
9	That was about 9,000 units, I		
	believe.		
10	Q. So were all the other purchases kind of onesie-		
11	twosie purchases?		
12	A. I think so.		
13	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	Sustained
	Depo, 145:20-148:3 "Q. Who do you understand	Irrelevant.	Overruled as
14	Mr. Kean to be?		moot
15	A. I understand him to be the		moot
16	owner and – one of the		
17	owners and CEO.		
	Q. Why did you – And did		
18	you call him, or did he call you?		
19	A. I called him.		
20	Q. Why did you call him?		
21	A. I was looking for		
	someone, and that's who		
22	reception pointed me to. Q. And when did you call		
23	him?		
24	A. I actually don't recall the		
25	exact date.		
26	Q. And when you reached him, what did you say to		
	him, and what did he say to		
27	you?		
28	A. I told him who I was. I		

1	Testimony:	Objections:	Ruling
2	introduced myself. I told him		
2	that we had found goods we		
3	believed were possibly		
4	coming from his location,		
5	that had been sent there for		
	destruction and recycling.		
6	Q. And what did he say?		
7	A. He said that they would		
	look into it. They would investigate. It is possible that		
8	there was some leakage.		
9	Q. And do you understand		
10	what the word "leakage"		
	means, or did you		
11	understand at the time what		
12	"leakage" meant?		
13	A. They actually explained it		
	to me. So Phoenix Fibers		
14	was the one who told me that		
15	what happens is that they have a secure cage to which		
16	the products are put in. But		
	because our product takes		
17	sometimes longer to recycle		
18	due to the embellishments on		
	them, that sometimes goods		
19	would be left out of the cage		
20	while they're being		
21	processed, or that sometimes the cage was full and that		
22	goods were sometimes left		
	outside the secure cage. And		
23	it's possible, due to that, that		
24	some might have leaked out.		
25	Q. And what did you		
	understand "leaking" to		
26	mean, or "leak"?		
27	A. So they were saying that basically they were stolen –		
28	Q. All right. Then –		
20	Z		

1	Testimony:	Objections:	Ruling
2	A. – and shipped off.		
	Q. – has Rock Revival or		
3	Miss Me ever experienced		
4	any theft of their inventory?		
	A. I'm sure we have.		
5	Q. You just – Do you call it		
6	"leakage," or do you call it		
7	"theft"? What do you guys		
<i>'</i>	call it?		
8	A. We just call it "theft" or		
9	"SOB" like employees trying		
	to steal it.		
10	Q. Have you ever heard the		
11	term "shrinkage"? A. "Shrinkage," yes.		
	Q. And "shrinkage" refers to		
12	people stealing inventory;		
13	right?		
14	A. Uh-huh.		
	Q. Did you mention the		
15	possibility that there were		
16	being – that items were		
	being stolen from Phoenix		
17	Fibers' warehouse, or was it		
18	Mr. Kean that raised the		
19	issue?		
	A. Mr. Kean. I just raised		
20	that we had found goods		
21	outside."	E-1 D E-:1 402	C4-:1
	Plaintiffs' Ex. "D", Kim Depo, 148:19-149:8	Fed. R. Evid. 402. Irrelevant.	Sustained
22	"Q. Okay. So let's talk about	melevant.	Overruled as
23	the first conversation you		moot
24	had with Mr. Johnson. You		moot
	called him for that		
25	conversation?		
26	A. Yes.		
	Q. And what did he say, and		
27	what did you say in that		
28	conversation?		

1	Testimony:	Objections:	Ruling
$_{2}$	A. I said I was trying to	· ·	
	figure out generally what		
3	happened at the – throughout		
4	the process, at the time, I		
5	said I was trying to figure		
3	out. And he told me		
6	basically, you know, the		
7	goods are received. You		
	know, they're put in a secure		
8	location. And then, you know, they are taken out,		
9	and then metal and bags, et		
10	cetera, are taken off, and		
10	then they're processed for		
11	recycling into shoddy fiber."		
12	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	Sustained
	Depo, 151:15-152:24	Irrelevant.	
13	"Q. And then you talked to		Overruled as
14	Mr. Johnson again after you		moot
15	talked to Mr. Kean?		
13	A. Correct.		
16	Q. Did the conversation –		
17	the second conversation with		
	Mr. Johnson occur the same		
18	day you talked to Mr. Kean,		
19	or a different day? A. I think the same day.		
20	Q. And did you call Mr.		
	Johnson, or did he call you?		
21	A. I called Mr. Johnson.		
22	Q. And how long was that		
	conversation with Mr.		
23	Johnson?		
24	A. Less than ten minutes.		
25	Q. Less than ten?		
	A. Uh-huh.		
26	Q. What did you say in that		
27	conversation, and what did		
	Mr. Johnson say?		
28	A. I said I talked to Mr.		

1	Testimony:	Objections:	Ruling
2	Kean, that he referred me to		
	him. I explained that we		
3	were experiencing – we had		
4	found product that were		
_	donated to Phoenix Fibers		
5	that were outside that we'd		
6	found purchased. And then		
7	he also talked about that they		
	were adding security		
8	cameras, that he would		
9	investigate and that he also mentioned leakage.		
	Q. Did he tell you whether or		
10	not he had talked to Mr.		
11	Kean about Mr. Kean's		
12	conversation with you prior		
12	to his second conversation		
13	with you?		
14	A. He did not mention that.		
	Q. Did you mention the		
15	possibility of leakage to Mr.		
16	Johnson in that phone call?		
17	A. I don't think so.		
	Q. Can you recall with		
18	certainty whether or not you		
19	mentioned that possibility?		
	A. I can't recall." Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	Sustained
20	Depo, 155:1-6	Irrelevant.	
21	"Q. Have you had any	melevant.	Overruled as
22	conversation with Mr. Kean		moot
	since that conversation you		
23	had with him?		
24	A. No.		
	Q. Have you had any		
25	conversation with Mr.		
26	Johnson since you had that		
27	conversation with him?		
	A. No."		
28	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	Sustained

Testimony:	Objections:	Ruling
Depo, 166:18-167:20	Irrelevant.	
"Q. Is the destruction of		Overruled as
these unfinished, obsolete		moot
and otherwise secondhand		
goods and damaged goods –		
is the destruction of them		
important to the companies?		
A. It's very important.		
Q. Why is it – Why is it		
important?		
A. I mean, there are multiple		
reasons. The primary reason		
is we don't want the goods		
in the market in the first		
place. I mean, the reason that		
they are being sent for		
destruction and recycling is		
so they do not enter into the		
stream of commerce because		
we don't believe that they're		
up to the standard of Rock		
Revival and Miss Me. So the		
reason they're sent there is		
for the destruction so they		
don't get into the stream of		
market so the brands aren't		
damaged or harmed		
reputationally, quality-wise.		
So, yeah, it's important. And		
then, you know, like I said,		
we had this whole		
environmental program. That		
was really the point of		
sending them to be destroyed		
and recycled is that we		
wanted to adhere to those		
values. That's why we took		
the time to bring them from		
China. If we really wanted to		
have them in the stream of		

1	Testimony:	Objections:	Ruling
2	commerce, we would have		
	sold them ourselves. And it		
3	was sort of ridiculous that		
4	we were sending them to		
5	Arizona, paying for the		
3	shipping to get them there,		
6	and then they were being		
7	shipped back to a half mile		
	from our facility."	End D. End 402	Custoined
8	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402. Irrelevant. Ms. Kim's and	Sustained
9	Depo, 168:12-19 "A. I really didn't think it	others' subjective	Overruled as
10	was necessary. We had an	understanding is irrelevant	moot
10	agreement. We assumed that	in the absence of evidence	moot
11	the goods were being	Ms. Kim's communicated	
12	recycled as we were told	that understanding to	
	they were. And we didn't	Phoenix Fibers. <i>Shaw v</i> .	
13	need it as evidence for	Regents of Univ. of Cal., 58	
14	anything else. It's not like	Cal. App. 4th 44, 55 (1997)	
1.5	we were in litigation where	("The true intent of a	
15	we had to present to a third	contracting party is	
16	party or we were getting a,	irrelevant if it remains	
17	you know, nonprofit tax	unexpressed"); Winet v.	
	credit or something where	Price, 4 Cal. App. 4th	
18	we needed evidence that that	1159, 1166 n.3 (1992)	
19	was occurring."	("evidence of the	
		undisclosed subjective	
20		intent of the parties is irrelevant to determining	
21		the meaning of contractual	
22		language.")	
$\begin{bmatrix} 22 \\ 23 \end{bmatrix}$	5. Exhibit E t	o Salzmann Declaration (Dep	oosition Transcript
	of Felipe Salgado):		yosiiion 11unsenpi
24	or rempe burgueon.		
25	Testimony:	Objections:	Ruling
26	Plaintiffs' Ex. "E";	Fed P Evid 402	Sustained
I		LHACK HVICE /III)	Suctained

Testimony:	Objections:	Ruling
Plaintiffs' Ex. "E";	Fed. R. Evid. 402.	Sustained
Deposition Transcript of	1 cd. K. Evid. 402.	Sustained
Felipe Salgado, 31:8-33:21	Irrelevant.	
·		

28

1	Testimony:	Objections:	Ruling
2	"Q. So that RTV gets – The		Overruled as
3	RTV units get inspected;		
	right?		moot
4	A. Yes. Q. And do you have – had		
5	you had since – Since 2012,		
6	have you or any of your		
7	people had responsibility for doing that inspection?		
8	A. Yes.		
9	Q. And is it – Who does it? A. My warehouse, I have a		
10	warehouse manager under		
11	my supervision, and he		
	inspects all products coming back from – There's two		
12	different types of returns,		
13	which is the RTV, we call		
14	that, to good merchandise.		
15	And then we have the damaged returns, which		
16	those get inspected as well,		
17	and those are going into		
	what is called the		
18	destruction. So which is		
19	going to be sent to the recycling facilities, if any.		
20	And so he inspects all the –		
21	all the – all the – all the		
22	product coming back returns-wise.		
	Q. Do any of the products		
23	that a retailer returns and		
24	they say are damaged, do		
25	any of those end up in the group of units that go to the		
26	next retailer?		
27	A. No.		
28	Q. So why – why do they got inspected at all?		
- 5	T		

1	Testimony:	Objections:	Ruling
2	A. Because we have – we		
	have to make sure that the		
3	style numbers match the		
4	return, because if they would		
5	have difference of prices. So		
3	let's say we get in an item		
6	for \$68, but then the		
7	customer is sending something that's even higher		
	price or lower price, we have		
8	to adjust the return when		
9	we're doing everything in		
10	the system. So then they get		
10	the correct – the correct		
11	credit, and therefore our		
12	system is adjusted		
	accordingly.		
13	Q. And so – so let me		
14	understand. Let me		
15	understand what – what		
13	generally the categories of		
16	products that go in this stuff		
17	that was shipped to Phoenix		
	Fibers. So what I'm looking		
18	for now is what – what went in there, and I want to ask –		
19	And I'll ask you, and then		
20	I'll ask you if you can add		
20	anything to it.		
21	A. Uh-huh.		
22	Q. My understanding is that		
	damaged product went to		
23	Phoenix Fibers. Is that true?		
24	A. Damaged product,		
25	damaged, it's not sellable to		
	the customer.		
26	Q. And is it also true that		
27	obsolete product went to		
	Phoenix Fibers?		
28	A. Some product, it is		

1	Testimony:	Objections:	Ruling
2	coming from the	v	
	manufacturer that has the		
3	stamp "Defective." Although		
4	it looks good, it looks clean,		
5	but we can't sell it, the fact that it's too – too – it has – it		
	has some flaw in the wash		
6	process, or it has a rivet		
7	missing, or it has a leather		
8	patch missing. So that's the		
	stuff that goes there.		
9	Q. And where is – Where's		
10	the "Defective" stamp placed		
11	on the product when it's		
11	defective?		
12	A. In the – some of them		
13	have it in the – in the pocket,		
	inside the pocket, or in some		
14	of the – on the inside part.		
15	Q. Why is the stamp placed,		
	if you know, on the inside part of the jeans?		
16	A. To differentiate it in the		
17	warehouse, to make sure that		
18	those are sent – sent for		
10	destruction rather than		
19	selling it to the customer."		
20			

6. Exhibit F to Salzmann Declaration (Deposition Transcript of Lisa Song):

Testimony:	Objections:	Ruling
Plaintiffs' Ex. "F";	Fed. R. Evid. 402.	Sustained
Deposition Transcript of	Irrelevant. Ms. Song's and	
Lisa Song ("Song Depo"),	others' subjective	Overruled as
28:10-29:3	understanding is irrelevant	moot
"Q. Can you describe to me,	in the absence of evidence	
as best you can recall siting	Ms. Song communicated	
here today, what that	that understanding to	

1	Testimony:	Objections:	Ruling
2	recycling program entailed?	Phoenix Fibers. Shaw v.	
	A. The program was to take	Regents of Univ. of Cal.,	
3	– we had excess inventory	58 Cal. App. 4th 44, 55	
4	that we – that were – the	(1997) ("The true intent of	
	reason we couldn't sell them,	a contracting party is	
5	and so because of that we	irrelevant if it remains	
6	were looking for something	unexpressed"); Winet v.	
٦	good to do. I know we did a	Price, 4 Cal. App. 4th	
7	– planned a lot of green	1159, 1166 n.3 (1992)	
8	initiatives at that time with	("evidence of the	
9	our executive, and the	undisclosed subjective	
9	program was to take those	intent of the parties is	
10	excess inventory, and	irrelevant to determining	
11	Bonded Logic and Phoenix –	the meaning of contractual	
	Phoenix Fibers, I believe,	language.")	
12	would break down the		
13	excess inventory, turn it into insulation for housing. And I		
	think Bonded Logic was the		
14	- they were the actual people		
15	who installed it or		
16	something, but they were		
	responsible for the actual		
17	program itself, from my –		
18	what my recollection is."		
	Plaintiffs' Ex. "F"; Song	Fed. R. Evid. 402.	Sustained
19	Depo, 67:11-24	Irrelevant. Ms. Song's and	
20	"Q. What was your	others' subjective	Overruled as
21	understanding of the	understanding is irrelevant	moot
21	agreement at the time that	in the absence of evidence	
22	first shipment went to	Ms. Song communicated	
23	Phoenix Fibers?	that understanding to	
	A. My understanding was	Phoenix Fibers. <i>Shaw v</i> .	
24	that we would send them	Regents of Univ. of Cal.,	
25	inventory that we needed to	58 Cal. App. 4th 44, 55	
	– that we wanted to use as	(1997) ("The true intent of	
26	part of our – one of our	a contracting party is	
27	green initiative programs. Phoenix Fibers would break	irrelevant if it remains	
28	down the inventory sent to	unexpressed"); Winet v. Price, 4 Cal. App. 4th	
20	down the inventory sent to	1 110c, + Cai. App. 4111	

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1	Testimony:	Objections:	Ruling
2	them, shred it and create an	1159, 1166 n.3 (1992)	
3	insulation that they would pass along to Bonded Logic,	("evidence of the undisclosed subjective	
4	who insulated houses in	intent of the parties is	
5	need.	irrelevant to determining	
		the meaning of contractual language.")	
6		language.)	
7			
8			
9	DATED:		
10			
11			
12		Honorable Terry J. H	
13		United State District	Judge
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CERTIFICATE OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 600 Anton Boulevard, Suite 700, Costa Mesa, California 92626.

I hereby certify that on September 6, 2017, I served the foregoing documents described as [PROPOSED] MEMORIALIZATION OF RULINGS ON PHOENIX FIBERS, INC.'S OBJECTIONS TO EVIDENCE SUBMITTED BY PLAINTIFFS IN OPPOSITION TO THE MOTION FOR SUMMARY JUDGMENT on the following individuals:

Louis S. Ederer, Esq.	John C. Ulin, Esq.
Matthew T. Salzmann, Esq.	ARNOLD AND PORTER LLP
ARNOLD AND PORTER LLP	777 South Figueroa Street, 44 th Fl.
399 Park Avenue	Los Angeles, CA 90017-5844
New York, NY 90022	
	[Attorneys for Plaintiffs]
[Attorneys for Plaintiffs]	[Served Electronically]
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Eugene S Alkana	J T Fox
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[Attorneys for U.S. General Export]	[Attorneys for Tiffany Alana Wolff]
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Beverly Hills, CA 90210	Vernon, CA 90058
Pro Se	
[Served via U.S. Mail]	[Served via U.S. Mail]

I declare that I am employed in the offices of a member of the bar of this Court at whose direction this service was made, and that this service complies with the Federal Rules of Civil Procedure.

Executed on September 6, 2017, at Costa Mesa, California.

Erin M. Ryan